

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP
Attorneys for Defendant Haider Engineering, P.C.
3 Gannett Drive
White Plains, NY 10604
(914) 323-7000
Attn: James O'Brien, Esq. (JO 6722)
Lalit K. Loomba, Esq. (LL 9755)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
CHARLES E. GORE,	: 03 Civ. 9442 (RJS)(JCF)
	:
Plaintiff,	:
	:
-against-	: DECLARATION OF
	: LALIT K. LOOMBA, ESQ.
THE RBA GROUP, INC. and	:
HAIDER ENGINEERING,	:
	:
Defendants.	:
-----X	

LALIT K. LOOMBA, an attorney admitted to practice law before the Courts of the State of New York and the United States District Court for the Southern District of New York, hereby declares under penalty of perjury, pursuant to 28 U.S.C. §1746, as follows:

1. I am an associate with the firm of Wilson, Elser, Moskowitz, Edelman & Dicker LLP. I submit this declaration in support of the motion by defendant Haider Engineering, P.C. ("Haider Engineering") to dismiss plaintiff's second-amended complaint.
2. Annexed hereto as **Exhibit A** is copy of plaintiff's first-amended complaint dated February 20, 2004.
3. Annexed hereto as **Exhibit B** is a copy of the docket sheet in the above-captioned case printed from the Court's CM/ECF website.

4. Annexed hereto as **Exhibit C** is a copy of a letter dated November 11, 2004 from plaintiff's former attorneys, Chao & Edelson, L.L.C. The letter attaches a copy of a summons dated July 6, 2004, and the second-amended complaint dated June 24, 2004.

5. Annexed hereto as **Exhibit D** is a copy of the second-amended complaint dated June 24, 2004.

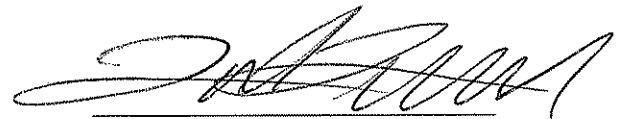
6. Annexed hereto as **Exhibit E** is a copy of Haider Engineering's answer to plaintiff's second-amended complaint. The answer is dated and was filed April 24, 2008.

7. Annexed hereto as **Exhibit F** is a copy of a letter dated May 15, 2008, from plaintiff's current counsel, David M. Fish, Esq.

8. Annexed hereto as **Exhibit G** is a copy of the complaint filed by plaintiff with the United States Equal Employment Opportunity Commission.

9. Haider Engineering, P.C. is a professional corporation organized under the laws of the state of New York. Annexed hereto as **Exhibit H** is a copy of a page reflecting the status of Haider Engineering printed from the website maintained by the New York State Secretary of State.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 11, 2008.

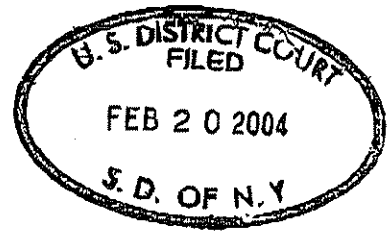


Lalit K. Loomba

Charles E. GORE

PRO SE OFFICE

2/20/04



The RBA Group

Amended
Complaint

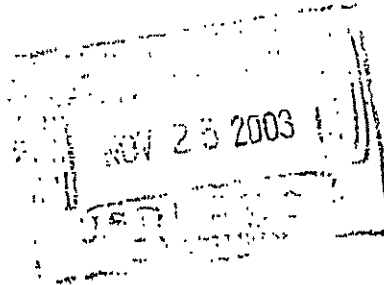
03 CV 9442

Judge Casey

2.20.04

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Charles E. Gore



*Jury Trial
Demanded*

NAME OF PLAINTIFF(S)

v.

The RBA Group

03 **COMPLAINT** CV

9442

JUDGE CASE

NAME OF DEFENDANT(S)

This action is brought for discrimination in employment pursuant to (check only those that apply):

☒ Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (amended in 1972, 1978 and by the Civil Rights Act of 1991, Pub. L. No. 102-166) (race, color, gender, religion, national origin).

NOTE: In order to bring suit in federal district court under Title VII, you must first obtain a right to sue letter from the Equal Employment Opportunity Commission.

☐ Age Discrimination in Employment Act of 1967, as codified, 29 U.S.C. §§ 621 - 634 (amended in 1984, 1990, and by the Age Discrimination in Employment Amendments of 1986, Pub. L. No. 99-592, the Civil Rights Act of 1991, Pub. L. No. 102-166).

NOTE: In order to bring suit in federal district court under the Age Discrimination in Employment Act, you must first file charges with the Equal Employment Opportunity Commission.

☐ Americans with Disabilities Act of 1990, as codified, 42 U.S.C. §§ 12112 - 12117 (amended by the Civil Rights Act of 1991, Pub. L. No. 102-166).

NOTE: In order to bring suit in federal district court under the Americans with Disabilities Act, you must first obtain a right to sue letter from the Equal Employment Opportunity Commission.

Jurisdiction is specifically conferred upon this United States District Court by the aforementioned statutes, as well as 28 U.S.C. §§ 1331, 1343. Jurisdiction may also be appropriate under 42 U.S.C. §§ 1981, 1983 and 1985(3), as amended by the Civil Rights Act of 1991, Pub. L. No. 102-166, and any related claims under New York law.

1. Plaintiff resides at:

626 West 165th St. Apt # 46 NY
Street Address City
MANHATTAN NY 10032 212 543 1909
County State Zip Code Telephone Number

2. Defendant(s) lives at, or its business is located at:

27 Union Sq. West, 4th Floor NY
Street Address City
MANHATTAN NY 10003-3366 212-741-8090
County State Zip Code Telephone Number

3. The address at which I sought employment or was employed by the defendant(s) is: (NY STATE Dept. of Transportation / RDTA Field Office)
Long Island Expressway @ Rte. # 231
5570 Deer Park Avenue
Street Address

Suffolk Dix Hills NY 11746
County City State Zip Code

4. The discriminatory conduct of which I complain in this action includes (check only those that apply):

- ☒ Failure to hire me.
☒ Termination of my employment.
☒ Failure to promote me.
☐ Failure to accommodate my disability.
☒ Unequal terms and conditions of my employment.
☒ Retaliation
☐ Other acts (specify): _____

NOTE: Only those grounds raised in the charge filed with the Equal Employment Opportunity Commission can be considered by the federal district court.

5. It is my best recollection that the alleged discriminatory acts occurred on: 5-14-2001 to Present
Date

6. I believe that defendant(s) (check one)

- ☒ is still committing these acts against me.
☐ is not still committing these acts against me.

7. Defendant(s) discriminated against me based on my:

(check only those that apply and explain).

- [] race ☒ [] color ☒
[] gender/sex _____ [] religion _____
[] national origin ☒
[] age _____ My date of birth is: _____
Date
[] disability _____

NOTE: Only those grounds raised in the charge filed with the Equal Employment Opportunity Commission can be considered by the federal district court.

8. The facts of my case are as follows:

I was ASKED by my employer (RBA Group) to do the company a favor
by relocating to Suffolk County from the city to work on a new contract
(*0258658). They stated to me that the state of NY would not allow
the RBA Group to staff additional senior inspectors to the contract.
so I would work under the payroll of the RBA Group sub-contractor
(HENDER Engineering) until the completion of 0258658 & then return back
to RBA Group payroll. During the course of my stay for 0258658
I was called many ~~and~~ racial names by Mr. Guarnigato (RBA), Mr. Joe Fitzgerald
(RESIDENT Eng.) (Eng. 28 500K)
(NYSDOT) my daily reports were sabotaged to discredit my professionalism

(Attach additional sheets as necessary) (Refer to sheet # 8A)

Note: As additional support for the facts of your claim, you may attach to this complaint a copy of the charge filed with the Equal Employment Opportunity Commission, the New York State Division of Human Rights, or the New York City Commission on Human Rights.

9. It is my best recollection that I filed a charge with the New York State Division of Human Rights or the New York City Commission on Human Rights regarding defendant's alleged discriminatory conduct on: _____
Date

10. It is my best recollection that I filed a charge with the Equal Employment Opportunity Commission regarding defendant's alleged discriminatory conduct on: May 2002
Date

E A

I filed a complaint w/ NYS DOT Highway Construction Division. (Mr. Harold Rogers) (Regional Compliance Specialist) & they forwarded a copy of my complaint to DEODC (Office of Equal Opportunity Development & Compliance) & in return I was informed that they would investigate & resolve the complaint. I was never informed by anyone from their offices of the resolution. Since filing my complaint my duties lessened drastically. HANOVER deducted my salary by \$2.50 an hr for no apparent reason. Contract # D258658 is a major construction project in which I needed to complete in order to move up to NKEI Level IV after project completion. I was constantly informed by Mr. Garraffo & Mr. Fitzgerald that they did not have any more work for me & I need to send out my resume but the project was far from being completed. My last day was initially supposed to be Oct 2002, then Dec. 2002 & finally Feb 2003.

When Feb 2003 was getting near & they were pressing me to leave I told them that when RPA Group offered myself this position that I was promised, that after completion that I would return back to the city under RPA payroll. So before the contract was completed I was removed from D258658 & sent to the city to perform Level I duties in which I am Level III (sidewalk work). During my stay w/ D258658 RPA Group hired Mr. George Aluskewicz same Level III as myself & paid him more money & gave him more responsibilities. RPA Group also hired Mr. Elia Zerbini same level as myself & paid him more money & gave him more responsibilities. Yet I was told that the state would not allow anymore

This was supposedly the reason why I was instructed to work for KAINER ENG. w/ less benefits than RBA Group. I have a degree in electromechanics & yet I was not allowed work w/ any of the electrical activities on the contract. In the past I worked for approximately 2 yrs w/ Mr. Guarapoto solely performing asphalt concrete installations @ various locations in Nassau & Suffolk Counties in where I am very knowledgeable but yet I was not allowed to inspect or supervise (oversee) any of the asphalt operations & Mr. Guarapoto & Mr. Fitzgerald is aware of knowledge. We were told to work nights to lay asphalt in which everyone received a 10% pay hike (per hr). When the time came for us to work nights absolutely everyone in our office was allowed to work except nights, but myself. Mr. Fitzgerald & Mr. Guarapoto told laborers, machine operators, & other staff members employed by Fairfax County Construction Corp. (contracted by the State) that it doesn't matter what I instruct them to do anymore because I have one foot out of the door as it is. This was simply because I complained to the state previously. Mr. Guarapoto went around the jobsite telling different individuals that he doesn't have anymore use for me on the Island because I stood up to him & would not let him de-characterize nor belittle me anymore. I decided that it was time to leave the RBA Group.

with Vollmer Associates under a new contract # 0258769 (LIE # 495) HOV Construction EXITS # 32-37. Mr. Steve White of Vollmer offered me a Senior Inspector position @ 28.50 per hr. & working 12 hrs. a day. When Mr. White gave the state my name as one of the inspectors to start the contract, they rejected me & told Mr. White that they do not want to have anything to do with me. So I never started the job. When I asked Mr. Rogers why I was rejected he said that the state never rejected me & that Vollmer misinformed me & that I would be accepted & interviewed for the position as told to Mr. Rogers by Mr. George Knips a very good friend of Mr. Giarraputo, whom is in charge of NVSDOT Highway construction & whom worked many yrs w/ Mr. Giarraputo, whom retired from the state DOT. Mr. Knips is also Mr. Fitzgerald's boss. Mr. Fitzgerald told the EIC for contract # 0258769 (Mr. Brian McNamee) that I was team lead to contract # 0258769 for at least another yr. I asked Mr. White if he was aware of the state reply to me & he said that they are just leading me on because he later filled all the positions & the state knows that. In general the state usually just take the names of the inspectors for payment & doesn't concern themselves with whom consulting engineering firms hire unless

Since I began working in the city w/
a new staff the RBA group told my new
RE that I have a claim against the
RBA group & I was told by a staff
member that when you go against a
company do not expect to work for
them for long. Every year on your
work anniversary an employee receives
a 5% pay increase & when you start a
new contract you receive a pay increase
I have not received either since May
2002. The RBA Group misinformed
the EEOC & falsified information by making
the EEOC think that my claim was based
on the sidewalk jobs that I am doing
at present. I was informed by a staff member
of the EEOC that they are swarmed with
cases & that they do not investigate most of
them & my case was one of them. I cannot
receive or test for my NICT Level IV
certification because I was not accredited
for my supervisory position on a major project
from start to finish (D258658). My time
& efforts on Contract # D258658 was a total
waste of time. The RBA Group also hired
Mr James Elder @ Level III & paid him more also
during my stay. Contract # D258658 was
still on going in August of this yr & probably
still is I have not checked lately.

Only litigants alleging age discrimination must answer Question # 11.

11. Since filing my charge of age discrimination with the Equal Employment Opportunity Commission regarding defendant's alleged discriminatory conduct (check one),

☐ 60 days or more have elapsed.

☒ less than 60 days have elapsed.

12. The Equal Employment Opportunity Commission (check one):

☐ has not issued a Right to Sue letter.

☒ has issued a Right to Sue letter, which I received on 8.29.03
Date

NOTE: Attach a copy of the Right to Sue Letter from the Equal Employment Opportunity Commission to this complaint.

WHEREFORE, Plaintiff prays that the Court grant such relief as may be appropriate, including injunctive orders, damages, costs, and attorney's fees.

Charles E. Gore

PLAINTIFF'S SIGNATURE

Dated: 11.20.03

Charles E. Gore

2.20.04

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To:
Charles Gore
626 West 165th Street, Apt 46
New York, New York 10032

From:
Equal Employment Opportunity Commission
New York District Office
33 Whitehall Street, 5th Floor
New York, New York 10004-2112

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR 5 1601.7(a))

Case No. 2-01999 EEOC Representative Legal Unit R-1 Telephone No. (212) 336-3721

EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- ☐ The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- ☐ Your allegations did not involve a disability that is covered by the Americans with Disabilities Act.
- ☐ The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- ☐ We cannot investigate your charge because it was not filed within the time limit required by law.
- ☐ Having been given 30 days in which to respond, you failed to provide information, failed to appear or be available for interviews/conferences, or otherwise failed to cooperate to the extent that it was not possible to resolve your charge.
- ☐ While reasonable efforts were made to locate you, we were not able to do so.
- ☐ You had 30 days to accept a reasonable settlement offer that afford full relief for the harm you alleged.
- ☒ The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- ☐ The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- ☐ Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on charge in federal or state court. Your lawsuit must be filed WITHIN 90 DAYS from your receipt of this Notice; otherwise, your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA violation. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

On behalf of the Commission

Spencer H. Lewis, Jr., District Director

8/27/03

(Date Mailed)

Enclosure(s)

Respondent(s): The RBA Group
One Evergreen Place
P.O. Box 1927
Morristown, N.J. 07962
Attn: Lori Cole, Director, Human Resources



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office

33 Whitehall Street, 5th Floor
New York, NY 10004-2112
Phone: (212) 336-3620
General Fax: (212) 336-3625
TTY: (212) 336-3622

Rodney E Plummer
Federal Investigator
Phone (212) 336-3767
Fax (212) 336-3790

August 26, 2003

Charles Gore
626 West 165th Street, Apt 46
New York, New York 10032

Re: Charles Gore v. The RBA Group
EEOC Charge No. 160-A2-01999

Dear Mr. Gore:

The Equal Employment Opportunity Commission (hereinafter referred to as the Commission) has concluded its inquiry into your allegations of discrimination. The Commission's procedures require us to focus our limited resources on those cases that are most likely to result in findings of a violation of the laws we enforce. In accordance with these procedures, the Commission has evaluated your charge, including the information you provided, and has concluded that the evidence is not sufficient to continue this investigation.

You allege that you were discriminated against because of your race, color, national origin and retaliation when you complained in violation of Title VII of the Civil Rights Act of 1964, as amended. More specifically, you allege that your employer, The RBA Group (hereinafter referred to as Respondent) promoted a hostile work environment when it allowed Jack Giarraputo, Resident Engineer, to characterize you as "being dumb, a nigger, snake, monkey, etc.", and took no action. You further allege that Respondent sabotaged the majority of your federal documents.

You also allege that you were the lowest paid Engineer, assigned administrative duties, not allowed to work in your craft, and denied the opportunity to work the night shift where you would receive night differential pay.

Respondent's position statement indicates that it first became aware of your complaint on April 10, 2002 and on April 15, 2002 began an investigation into your allegations of harassment by Mr. Giarraputo. The investigation included direct questioning of seven employees who worked with both you and Mr. Giarraputo. The findings were that Mr. Giarraputo did in fact make several inappropriate, racial comments directed at you.

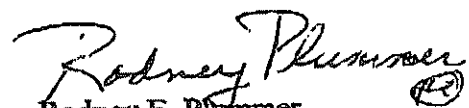
As a result of the investigation, Lori Cole, Director, Human Resources and Tony Mavis, Director, New York Office and Field Projects Employees, met with Mr. Giarraputo and reviewed Respondent's policy regarding discrimination and harassment in the workplace. Mr. Giarraputo acknowledged his inappropriate behavior. Mr. Giarraputo further acknowledged that if there were any additional infractions of this type he would be terminated immediately. The investigation and meeting with Mr. Giarraputo were outlined in writing indicating that Respondent would monitor Mr. Giarraputo's behavior. This letter was sent to Mr. Rodgers, NYSDOT, EEO Compliance Officer, who indicated that he was satisfied with the action of Respondent.

Respondent also indicates that you were encouraged to contact Mr. Mavis if any further incidents occurred and acknowledges that you complained to Human Resources regarding your inspection reports being altered by Julio Amaya, Office Engineer. On May 24, 2002, Mr. Mavis conducted a meeting in the field office with you, George Knips, NYSDOT Regional Construction Engineer, Joseph Fitzgerald, NYSDOT Engineer in Charge of the project, Hal Rodgers, NYSDOT EEO Compliance Officer, James Elder, RBA Senior Inspector, Julio Amaya, RBA Office Engineer and Syed Haider, President, Haider Engineering. At this meeting, Respondent assured you that it is standard procedure for all inspector's reports to be reviewed and corrected by the Office Engineer. Also, at this meeting, Mr. Haider offered you an opportunity to be reassigned to another long term assignment which you refused.

Respondent has submitted evidence to show that working on the pedestrian ramp project, was: Mohson Ghajari, Resident Engineer, of Middle Eastern descent whose salary was \$79,040; Jamil Ahmad, Office Engineer/Inspector, of Middle Eastern descent whose salary was \$56,160; yourself, Senior Engineer, of African American descent whose salary was \$54,080 and Syed Mazher, Inspector, of Middle Eastern descent whose salary was \$45,760. It is noted that all the above mentioned employees worked the day shift. It is further noted that you are still employed by RBA.

Given the information above it is unlikely that further investigation will result in findings of a violation of the laws we enforce. This determination concludes the processing of this charge. Enclosed is your Notice of Right to Sue, allowing you to file suit in Federal District Court against the Respondent if you so choose. This letter will be the only notice of dismissal and the only Notice of Right to Sue sent by the Commission. Following this dismissal, you may only pursue this matter by filing suit within 90 days of receipt of this letter, otherwise, your right to sue will be lost.

Sincerely,


Rodney E. Plummer
Federal Investigator

September 23, 2003

RODNEY PLUMMER
33 WHITEHALL St. 5th floor
New York, New York 10004-2112

Dear Mr. Plummer

Charge number 160-A2-01999 is only in reference to Contract #D258658 Safety Improvements Route #231 @ the Long Island Expressway Route # 495. My complaint has nothing to do with the pedestrian ramp job, which I am currently working in the city of New York- Queens County contract number HWP2002Q in which people of Midwestern decent are employed with me. This job started March 24, 2003. My night shift work and pay was part of contract number D258658 on Long Island. As I explained earlier the reason why I am still employed with RBA GROUP is because in Oct. 2002 I was told that there wasn't anymore work available for me. When the time came for me to get laid off from working on contract number D258658 I told RBA that I was promised by the RBA GROUP that when I finished contract number D258658 that they would transfer me to another job due to the fact that they transferred me from the RBA GROUP to Haider Engineering a sub-contractor of the RBA GROUP as a favor to the company. Since I filed my complaint with the commission they said there wasn't anymore work for me. I told them that they promised me work when this job was completed. After they received notice of my civil rights complaint they didn't want to honor their verbal agreement and I told them that they must. This is the only reason why I am still employed.

Now that I am working the pedestrians ramp job contract number HWP2002Q the RBA GROUP has informed my new resident engineer that I have filed a case against the RBA GROUP. This causes a hostile working environment and difference of opinion on my character with the new people I am working with. Approximately a month ago I was told by a new co-worker that when you go after a company don't expect to work for them much longer. I was not aware of the fact that I was going after a company I'm only standing up for my civil rights.

As a reminder Mohson Ghajari, Jamil Ahmad, and Syed Mazher started working with me

March 24, 2003 and knew nothing of my civil rights complaint until the RBA GROUP decided to inform my new superiors at a meeting that had nothing to do with myself or my presence

Contract number D258658 is to this very day still in operation in which I wasn't allowed to work night shift, where they hired two other senior inspectors who paid more than me. As far as my sabotaged reports, I was told by Mr. Giarraputo himself how to exactly write the daily reports, which he analyzed himself after I wrote them. As far as correcting the reports as a policy of the state that is correct along with notification to the individual Inspector.

At this time I would like to request an investigation on the following separate issues that occurred after the second meeting with the RBA GROUP on May 24, 2002:

1. Mr. Nafi Davila who is the Chief Inspector wasn't invited to any meetings with the RBA GROUP when everyone else was.
2. The flag girl for Bl-County Construction corporations told me that I have a foot out the door already and what I say doesn't matter anymore.
3. I was hired by Vollmer Associates and the state rejected my name from state contracts.

4. Two senior inspectors were hired on contract number D258658 with the same position as myself, after the fact that I was told that the state wouldn't allow RBA GROUP to hire anybody else under this contract number. This is the reason why RBA assigned me to work under Haider Engineering until contract number D258658 was completed, which it's still under construction to this very day.

5. I wasn't given the opportunity to work night shifts when everyone else on the staff did.
6. They deducted \$2.50 an hour from my salary when I obtained level three status from the State of New York.
7. I would like for all my taped recordings to be reviewed and evaluated.
8. I haven't had an increasing pay since May of 2002 in which we receive a 5 percent increase yearly, also when you start a new job you receive an increase in pay, in which RBA GROUP denied me. At this present time I am most definitely under paid.

9. I am requesting that Mr. White from Vollmer Associates explain why he hired me and then rejected me. That position was (6) six days a week (12) twelve hours a day due to a time agreement, at (28.50) per hour. I have letters from the state denying the information in a letter from Vollmer stating that the state rejected my name from Vollmer's roster verbally without giving explanation or reason which does not happen normally unless the Inspector has a bad name.

10. Why did Mr. Joe Fitzgerald tell Mr. Brian McNamara that I could not work for him because I was committed to finishing contract # D258658 in which it is still under construction to this very day.

11. Mr. Harold Rogers promised me that I would be interviewed for the position with the state and Vollmer as ordered by Mr. George Knips, which never occurred. I would like to know why as a prime time initial candidate why I was not interviewed.

12. Why did Mr. Joe Fitzgerald tell the contractor on the job that I had one foot out the door as it is.

04/ Jun. 3. 2008 2:23PM Case 1:03-cv-09442-RJS-JCF Document 56-2 Filed 06/11/2008 No. 1507 P. 17 1/039
13. I would request that all my letters from the state and from Vollmer be reviewed as well as all other evidence in our possession .

Your time is very much appreciated.

Yours Sincerely,


Charles Gore



State of New York
Department of Transportation
State Office Building
250 Veterans Memorial Highway
Hauppauge, N.Y. 11788-5518

Joseph H. Boardman
Commissioner

Thomas F. Oelerich, P.E.
Acting Regional Director

April 5, 2002

Mr. Charles Gore
626 West 165th Street, Apt. 46
New York, NY 10032

Case Number: 4202-2D

Dear Mr. Gore:

We are in receipt of your written complaint dated April 5, 2002 alleging discrimination pursuant to Title VI of the Civil Rights Act of 1964.

Your complaint has been forwarded to the main office OEODC (Office of Equal Opportunity Development and Compliance) in Albany. Upon careful review of the allegations contained in your complaint, OEODC will make a determination as to how best to proceed with the investigation and resolution of your complaint.

In the interim, should you experience retaliation for filing a complaint you should notify this office and or OEODC immediately. Retaliation is described below.

"No recipient or other person shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by [Title VI], or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under this subpart." 28 C.F.R. §42.108(e) (Department of Justice Regulation).

If you have any questions or concerns, please contact me at 631-952-6106 or Willie Ross, OEODC at 518-457-0948.

Respectfully yours,


Harold T. Rogers
Regional Compliance Specialist II

CC: Garland Sweeney, Director OEODC
Willie Ross, Title VI Coordinator OEODC
George Knips, RCE, Region 10
Harold Rogers, RCS II, Region 10
File

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
CONSTRUCTION - REGION 10

Consultant Salary Initiation/ Increase Worksheet For The CS/CI Agreement DOJ 2657
Consultant Name HAIDER ENGINEERING, P.C. Employee's Name CHARLES GORE
Proposed Title: SR. INSPECTOR

EDUCATION
MS _____ BS _____ ASSOC ☒ H.S. _____
NICET _____
ASCE _____
IV III II I

ASCE/NICET LEVEL: V IV III II I
PROFESSIONAL EXPERIENCE:
INSPECTOR SR. INSPECTOR CH. INSP/ARE RESIDENT ENGR OFFICE ENGR
Yrs. 20 Mths. 0 Yrs. Mths. Yrs. Mths. Yrs. Mths. Yrs. Mths.
Total Professional Experience: 20
P.E. License _____ Year _____ State _____

SALARY HISTORY

	Title	Company	Salary
3 Years Ago	<u>Inspector</u>	<u>DUNN Engineering</u>	<u>\$20.00</u>
2 Years Ago	<u>Inspector</u>	<u>RBA</u>	<u>\$21.00</u>
1 Years Ago	<u>Inspector</u>	<u>RBA GROUP</u>	<u>\$21.00/hr.</u>
Present Salary	<u>Inspector</u>	<u>Haider Engineering, P.C.</u>	<u>\$22.50/hr.</u>

QUALIFICATION REQUIRED PER AGREEMENT

ASCE/NICET LEVEL: NICET III

	2001	2002
Average Salary of this Title per Agreement	<u>\$26.00</u>	<u>\$26.75</u>
Maximum Salary per Agreement	<u>\$27.00</u>	<u>\$28.08</u>
Salary Proposed by Consultant	<u>\$25.00</u>	
Salary Approved By Region 10		

COMMENTS & RECOMMENDATION: Mr. Charles Gore has passed the NICET III Certification and has served on several inspection projects for over 20 years. He is familiar with the Department method and procedure. His rate is increased due to the change in the title.

APPROVED: _____

VOLLMER ASSOCIATES LLP
ENGINEERS-LANDSCAPE ARCHITECTS-PLANNERS-SURVEYORS
50 WEST 23rd STREET, NEW YORK, NY 10010-5105
TEL. 212-366-5600 - FAX 212-366-5620

July 8, 2002

Mr. Charles Gore
626 West 165th Street
Apt. # 46
New York, NY 10032

Dear Mr. Gore:

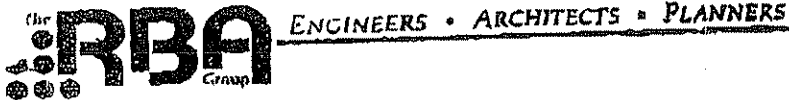
Thank you for visiting our office on June 21st to interview for the Inspector position. As Steve White advised you, during the interview, all offers were conditional based on the project going forward and acceptance of your resume by the NYSDOT. Unfortunately the State has not accepted your application therefore we will not be making a formal offer.

Thank you again for your interest in Vollmer Associates LLP. We wish you success in your job search.

Regards,

Colleen F. Veltri

Colleen F. Veltri
Director of Recruitment and Employee Development



April 17, 2002

Charles Gore
626 W. 165 Street
Apt. 46
New York, New York, 10032-7929

Dear Charles,

As you know an investigation was held by Mr. Tony Mavis, the Director of the New York Office, and me regarding a complaint we received from the State of New York, Department of Transportation. Thank you for being a part of that investigation.

As a result, we have concluded that Mr. Giarraputo did indeed make inappropriate comments regarding race.

We have reviewed with Mr. Giarraputo the company's strong position against this unacceptable behavior, and RBA'S policy regarding the provision of a free from harassment work environment for all employee's. Also, the policy that all hiring, promotions, compensation, benefits, recruitment, firing, and all other personnel activities, as well as the selection of subcontractors, will be carried out without discrimination regarding race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, or preference.

He has acknowledged his poor behavior regarding these comments, and promised that it will not continue, with the understanding that if there were to be additional infractions of this type he would immediately be fired.

We will continue to monitor Mr. Giarraputo's behavior and I strongly urge you to keep us apprised if there are any further infractions.

If you have any present concerns or questions please contact me at (973-898-0300).

Very Truly,


Lori Cole
Human Resource Director

One Evergreen Place, P.O. Box 1927, Morristown, NJ 07962-1927 (973) 898-0300 • FAX (973) 984-5421

New Jersey • New York • Pennsylvania • Maryland • Georgia • Taiwan • Philippines

RECEIVED TIME JUN. 3. 2:23PM

MASTER

THE RBA GROUP
FIELD OFFICES
NOVEMBER 11, 2002

TRUMP NEW WORLD

The RBA Group
RIVERSIDE DR BRIDGE (Y3075.00)
WEST 66TH STREET BRIDGE (Y3075.01)
Trump/New World Project Mgmt., L.P.
160 Riverside Blvd.-Ground Fl.
New York, NY 10069
(212) 721-3268/3419
(212) 721-9300/FAX

~~Raymond Henson~~
Carl Villa
Bill Jarrett
John Simon
Keith Simon
Nestor Tan

NYCDOT

8 BRIDGE REHAB/BROOKLYN (Y2559.00)
The RBA Group/NYCDOT Field Office
6007 Fort Hamilton Parkway, 2nd Fl
Brooklyn, NY 11219
(718) 686-8120
(718) 686-8659/FAX

~~Michael Patel~~

NYC 3 TUNNEL REHAB. (Y2391.02)
The RBA Group/NYCDOT Field Office
32 Broadway - 18th Floor Penthouse
New York, NY 10004-1609
(212) 742-1530 - (212) 742-1535/FAX

James Leo
Ted Blume
Paul Mortenson
Evan Spencer

NYSDOT

LIE/RT. 231 (Y3061.00)
NYSDOT/RBA Field Office
557D Deer Park Avenue
Dix Hills, NY 11746
(631) 243-2146 (516) 523-3293
(631) 243-2157/FAX (Nextel)

Jack Giarraputo
George Aluskewicz
Julio Amaya
Elio Zerbini

SPARKILL VIADUCT (Y2617.00)
The RBA Group/NYSDOT Field Office
Prell Plaza - Suite 8
Orangeburg, NY 10962
(845) 398-3870/3872
(845) 398-3874/Fax

Dragos Tundrea
Howard Dillard

ROUTE 25 RESURFACING (Y3320.00)
NYSDOT/RBA Field Office
6080 Jericho Turnpike
Commack, NY 11725
(631) 462-4280/5738
(631) 462-5817/FAX

Jack Giarraputo
~~James Hildar~~
~~James Hildar~~
Al Rivers

As you
can see
my name
is not
mentioned
as staff

JANUARY 1, 2003		SUFFOLK-WEST		G. CURRAN, SUPERVISOR (952-6053)	
RIC	P.O./TEL.	CONTRACT	C	CONTRACTOR	CONSULTANT
ALUSKEWICZ, J. (631) 399-6075 FAX: (631) 399-7624		D258502, 0806.74.301 Sign Replacement Route 135 & Northern State Hwy.	N S	CHESTERFIELD (631) 248-5100	
		D258438, 0806.42.301 Sign Install & Repair Various Routes	N S	UNITED FENCE (631) 467-6677	
BAYER, T. (516) 357-9736 FAX: (516) 357-9761		D258404, 0805.20.301 Bridge Parapets Various Parkways	N	BI-COUNTY PAVING (631) 737-4600	
ESPOSITO, B. (631) 580-7685 FAX: (631) 580-7426		D258512, 0806.89.321 Resurfacing Various Localities Routes 27, 29, 25A & Wantagh Hwy.	N S	J. D. POSILICO, INC. (631) 249-1872	
FITZGERALD, J. (516) 221-1403 FAX: (516) 221-0176		D256792, 0804.48.301 Drainage Improv. Rte. 25, Rte. 25A, I-495 Service Roads	NS	FRANCIS BROS. SEWER & DRAINAGE (631) 345-3537	
		D258685, 0808.87.321 Safety Improv. Route 27 Town of Hempstead	N	A.J. ALLEN INDUSTRIES, INC. (631) 789-3331	
(631) 243-2146 FAX: (631) 243-2157		D258658, 0228.94.321 Safety Improv. Route 231 & LIE Service Rd. Intersection	S	BI-COUNTY CONSTR. (631) 732-0800	RBA GROUP (212) 741-8090 Giarraguo, J.
FULICE, J. (631) 475-4873 FAX: (631) 475-4663		D259716, 0809.02.321 Route 27 Joint Sealing & Pavement Repair	N	GCC CONSTRUCTION (516) 938-1492	
		D257899, 0806.52.301 Micro-Resurf. Various Routes	N S	NEWBORN CONSTR. (631) 878-6666	
		D257464, 0804.49.321 Drainage Preventative Maint. Various Localities	S	SEASONS CONTRACT. CORP. (201) 939-4000	
		D258638, 0806.77.321 Park & Ride, Bikeway Maint., Graffiti Removal	N S	TRIAD & OLYMPIC QUALITY PAINT. (516) 609-0715	
ROBER, L. (516) 933-8152 FAX: (516) 933-8157		D258501, 0806.72.321 Rehab., Cleaning, Replacement Drainage in Various Locations	N S	GUY PRATT, INC. (631) 289-6100	
		D259677, 0806.92.321 Drainage Repairs Various Locations Rte. 27, 25A, 102, SSP	N S	GREYSTONE BLDG. & MAINT. CORP. (516) 334-0030	
TSERVENCOS, S. (631) 462-4280 FAX: (631) 462-5817		D259008, 0042.25.321 Asphalt Concrete Resurfacing Route 25 Towns of Huntington & Smithtown	S	GUY PRATT, INC. 289-6100	RBA GROUP (212) 741-8090
WEDLER, R. (516) 742-6946 FAX: (516) 742-8433		D258717, 0757.59.301 Replace Mincola Blvd. Bridge over LIRR in Village of Mineola	N	DeTOE CORP. (914) 699-7440	BERGER LEHMAN (914) 967-5800
		D258387, 0553.19.321 Reconstr. Rte. 24 (Wantagh to Bayshore Hwy.)	N	J. D. POSILICO (631) 249-1872	
WHITE, K. (516) 625-5206 FAX: (516) 625-5206		LIRR FORCE ACCOUNTS	N S		
WILLIAMS, T. (516) 747-5369 FAX: (516) 747-6203		D258703, 0804.33.321 Reconstr. Rte. 25B, Town of No. Hempstead	N	INTERCOUNTY PAVING (631) 452-5868	GIBBONS, ESPOSITO BOYCE (516-212-4522) Fontana, B.

JANUARY 1, 2003 SUPERVISOR: GARY BARNABLE

EIC	F.O. TEL#	DAPIN/DESCRIPTION	CTY	CONTRACTOR/TEL#	CONSULTANT
CONA, PAUL	(516) 333-1522 Fax: (516) 333-1477	D258001, 0229.18.301 LIE LANDSCAPE MAINTENANCE EXITS 32-40 - NASSAU COUNTY	N	HECKSCHER NURSERIES, INC. (631) 580-3235	AMMANN & WHITNEY Phil Abramson, O.E. (212) 627-7029
LAURICE, ROBERT	(631) 649-8745 Fax: (631) 649-8768 (Temporary No.)	D258873, 0229.00.301, 302, 303 LIE (RTE. 1495) CAPACITY IMPROVEMENT PROJECT EXITS 37-40 - NASSAU COUNTY	N	MODERN CONTINENTAL (646) 733-2350 (515) 385-1674 (F.O.)	LKB - (516) 938-0800 W. Nowak, R. E.
McNAMARA, BRIAN	(516) 625-0297 Fax: (516) 625-0883	D258176, 0229.18.301 REPLACE NEW HYDE PARK RD. BRIDGE OVER LIE - NASSAU COUNTY D258969, 0229.00.301, 302 LIE (RTE. 1495) HOV CONSTRUCTION - (EXITS 32-37) QUEENS & NASSAU COUNTIES	N Q, N	POSILICO/SCALAMANDRE (631) 249-1872 MODERN CONTINENTAL (646) 733-2350 (516) 385-1674 (F.O.)	F. R. HARRIS - (212) 973-2900 STV (212) 777-4400 E. Grinberg, R.E. VOLLMER/LKB (212) 385-5800 (516) 938-0800 R.E. Jerry Hecker
SCHMIDT, CHRIS T.	(516) 625-0297 Fax: (516) 625-0883	D258001, 0229.02.301 REPLACE TWO BRIDGES ON SHELTER ROCK RD. OVER LIE & NORTHERN STATE PKWY NASSAU COUNTY	N	POSILICO/SCALAMANDRE (631) 249-1872	F. R. HARRIS - (212) 973-2900 STV (212) 777-4400
SCRUGGS, James	(516) 681-8322 Fax: (516) 681-8328	D258067, 0516.51.321 0.5 KILOMETERS OF ASPHALT RESURFACING ON NSP IN THE TOWNS OF OYSTER BAY & N. HEMPSTEAD, NASSAU CTY.	N	EL-COUNTY PAVING (631) 737-4600	URBITRAN (212) 763-4561 Joseph Jan, R.E.

LIE HOV (Contracts D258001, D258176, D258873, D258969)

INFORMATION LINE: 1-877-4 LIEHOV
(1-877-464-3468)

OUTREACH OFFICE - (516) 625-5377 (Winny Melin)
FAX: (516) 625-5308

Charles E. Gore

February 20, 2004

During the month of December 2003 while continuing to work for the RBA Group under the NYC Contract # HWP2002Q I was verbally informed by my immediate supervisor Mr. Moshen Ghajari (RBA Group) (Resident Engineer) that my job duties would change at years end and that I would start working under another NYC Contract # SEQB0A and that my start date would be the first week in January 2004. Mr. Eric Ken , Engineer In Charge of NYC Contract # HWP2002Q and NYC Contract # SEQB0A assigned myself to the new job duties and visited our field office to inform me personally of my new position due to the fact that I did such a good job for him on NYC Contract # HWP2002Q. One week before Christmas Mr. Moshen Ghajari informed me that I would not be starting my new position and that my last day of employment would be 12-31-03. I asked him why not and he replied that his superiors at the RBA Group informed him of such and he did not give me a reason why. I (Charles E. Gore) was laid off from my employment with the RBA January 2-2004 without a two week official written notice even after the fact that I was told that I have a home with the RBA Group in the City of New York. This was told to me by Mr. Tony Vero (RBA Group) the same individual whom initially assigned me to work in Long Island on NYS/DOT Contract # D258658 . I immediately contacted Mr. Eric Ken and I asked him what happened to my position and he informed me that they (NYC/DDC) still wanted my services but my employer (RBA Group) and my boss Mr. Tom Fassert with the RBA Group informed the NYC/DDC that they did not want me on the job. Mr. Tom Fassert (the same individual that informed my new superiors of my claim with the EEOC) went over Mr. Ken's head and contacted Mr. Ken's boss the Deputy Commissioner and did away with my position offered to me by Mr. Ken.. I contacted Mr. Fassert and I told him that Mr. Ghajari told me that Dec.31 would be my last day of employment with RBA and is this info correct. Mr. Fassert told me that it is true and that I need to dust off my resume and get it out there because future jobs with RBA did not look promising for me. I then informed him that by 12-31-03 the work on Contract # HWP2002Q would not be completed and he said to me that 12-31-04 was just an approximate or round about date . I then asked Mr. Fassert if he was aware that I was assigned a new position by Mr. Moshen Ghajari & Mr. Eric Ken and that my services were requested for specifically by NYC/DDC and he replied by putting it off on the City. Once I let him know that I knew better he changed his story by saying that he wanted to put a man on that job that has 5 years of service with the company and he didn't want to lay off anyone with more service time than me in which totally contradicts the RBA Group policies because Mr. Fassert relieved me of my duties from Contract # D258658 before I completed my assignment and I was told that there is no more work for me but they continued to employ the (3) three new inspectors that thy hired on this job well after they hired myself in which would give these three gentlemen a lot less time served than myself because they never worked for RBA until Contract # D258658 was well under way.

Charles E. Gore
2-20-04

CASREF

**U.S. District Court
United States District Court for the Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:03-cv-09442-RJS-JCF**

Gore v. The RBA Group
Assigned to: Judge Richard J. Sullivan
Referred to: Magistrate Judge James C. Francis
Cause: 42:2000e Job Discrimination (Employment)

Date Filed: 11/25/2003
Jury Demand: Plaintiff
Nature of Suit: 442 Civil Rights: Jobs
Jurisdiction: Federal Question

Plaintiff

Charles E. Gore

represented by **Christopher Peter Edelson**
Chao & Edelson, LLC
230 Park Avenue, Suite 2600
New York, NY 10169
(212) 867-4754
Fax: (212) 867-4755
Email: chedelson@chaoedelson.com
TERMINATED: 07/26/2005
LEAD ATTORNEY

David Michael Fish
David M. Fish, Counselor and Attorney
at Law
500 Fifth Avenue, Suite 5100
New York, NY 10110
(212)869-1040
Fax: (212)869-4648
Email: fish@davidmfish.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

The RBA Group

represented by **David M. Walsh**
Simmons Jannace & Stagg
90 Merrick Ave.
102
E. Meadow, NY 11554
(516)357-8100
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

John M. Nolan, II

Jackson Lewis LLP(NJ)
220 Headquarters Plaza, East Tower,
7th Floor
Morristown, NJ 07960
(973)-583-6890
Fax: (973)-539-7626
Email: nolanj@jacksonlewis.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Joseph B. Florenzo
Sokol, Behot & Florenzo
433 Hackensack Avenue
Hackensack, NJ 07601
(201) 488-1300
LEAD ATTORNEY

David Matthew Walsh
Jackson Lewis LLP(NJ)
220 Headquarters Plaza, East Tower,
7th Floor
Morristown, NJ 07960
973-538-6890
Fax: 973-539-7626
Email: walshd@jacksonlewis.com
ATTORNEY TO BE NOTICED

Defendant

Haider Engineering

represented by **Lalit Kumar Loomba**
Wilson, Elser, Moskowitz, Edelman &
Dicker, (WPLs)
3 Gannett Drive
White Plains, NY 10604
914-323-7000
Fax: 914-323-7001
Email: loombal@wemed.com
ATTORNEY TO BE NOTICED

Cross Claimant

The RBA Group

represented by **Joseph B. Florenzo**
(See above for address)
ATTORNEY TO BE NOTICED

V.

Cross Defendant

Haider Engineering

represented by **Lalit Kumar Loomba**
(See above for address)
ATTORNEY TO BE NOTICED

Cross Claimant**Haider Engineering**

represented by **Lalit Kumar Loomba**
 (See above for address)
ATTORNEY TO BE NOTICED

V.

Cross Defendant**The RBA Group**

represented by **David M. Walsh**
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

John M. Nolan, II
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Joseph B. Florenzo
 (See above for address)
LEAD ATTORNEY

David Matthew Walsh
 (See above for address)
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
11/25/2003	1	COMPLAINT against The RBA Group. (Filing Fee \$ 150.00, Receipt Number 492296) Document filed by Charles E. Gore.(jjm,) (Entered: 12/02/2003)
11/25/2003		Magistrate Judge James C. Francis is so designated. (jjm,) (Entered: 12/02/2003)
01/22/2004	2	ORDER REFERRING CASE TO MAGISTRATE JUDGE. Order that case be referred to the Clerk of Court for assignment to a Magistrate Judge for general pretrial and dispositive motion. Referred to Magistrate Judge James C. Francis. (Signed by Judge Richard C. Casey on 1/20/04) (dg,) (Entered: 01/27/2004)
02/20/2004	3	AMENDED COMPLAINT amending 1 Complaint against The RBA Group. Document filed by Charles E. Gore. Related document: 1 Complaint filed by Charles E. Gore.(sac,) (Entered: 02/24/2004)
04/08/2004	4	RULE 7.1 DISCLOSURE STATEMENT. Document filed by The RBA Group.(yv,) (Entered: 04/13/2004)
04/08/2004	5	ANSWER to Amended Complaint. Document filed by The RBA Group. Related document: 3 Amended Complaint filed by Charles E. Gore.(yv,)

		(Entered: 04/13/2004)
04/23/2004	6	NOTICE of Appearance by Christopher P. Edelson on behalf of Charles E. Gore. (kw,) (Entered: 04/27/2004)
06/24/2004		Minute Entry for proceedings held before Judge James C. Francis : Interim Pretrial Conference held on 6/24/2004. (kw,) (Entered: 06/28/2004)
06/24/2004		MEMORANDUM TO THE DOCKET CLERK: for proceedings held before Judge James C. Francis : Interim Pretrial Conference held on 6/24/2004. (kw,) (Entered: 06/28/2004)
07/06/2004	7	MOTION (FILED ON SERVICE DATE) to Amend Complisnt. Document filed by Charles E. Gore. (jmi,) (Entered: 07/08/2004)
07/06/2004	8	AMENDED COMPLAINT amending 3 Amended Complaint against Haider Engineering, The RBA Group. Document filed by Charles E. Gore. Related document: 3 Amended Complaint filed by Charles E. Gore. (rag,) (Entered: 07/08/2004)
07/20/2004	9	SCHEDULING ORDER: Amended Pleadings due by 7/15/2004. Joinder of Parties due by 8/24/2004. Deposition due by 12/24/2004. Discovery due by 12/24/2004. Pretrial Order due by 1/31/2005. Rule 33.3 Interrogatories due 7/24/04. All other schedules are as further set forth in said Order. (Signed by Judge James C. Francis on 6/24/04) (db,) (Entered: 07/21/2004)
07/20/2004		Set/Reset Deadlines: Request for Production of Documents due by 7/24/2004. (db,) (Entered: 07/21/2004)
10/05/2004	12	NOTICE OF CASE REASSIGNMENT to Judge Kenneth M. Karas. Judge Richard C. Casey no longer assigned to the case. (laq,) (Entered: 10/15/2004)
10/12/2004	<u>10</u>	ANSWER to Amended Complaint. Document filed by The RBA Group. Related document: 8 Amended Complaint filed by Charles E. Gore. (Walsh, David) (Entered: 10/12/2004)
10/14/2004	<u>11</u>	ANSWER to Complaint. Document filed by The RBA Group. (Attachments: # <u>1</u> Certificate of Service)(Walsh, David) (Entered: 10/14/2004)
10/15/2004		Mailed notice to the attorney(s) of record. (laq,) (Entered: 10/15/2004)
11/03/2004	<u>13</u>	ANSWER to Complaint., CROSSCLAIM against Haider Engineering. Document filed by The RBA Group. (Attachments: # <u>1</u>)(Walsh, David) (Entered: 11/03/2004)
12/15/2004	14	ENDORSED LETTER addressed to Magistrate Judge Francis from Christopher P. Edelson dated 12/13/2004 re: application granted. Theh deadline for all discovery is extended to 2/15/2005, and the deadline for submitting the pretrial order or any dispositive motion is extended to 3/15/2005. (Signed by Judge James C. Francis on 12/13/2004) (jsa,)

		(Entered: 12/17/2004)
12/15/2004		Set Deadlines/Hearings: Discovery due by 2/15/2005. Pretrial Order due by 3/15/2005. (jsa,) (Entered: 12/17/2004)
02/14/2005	15	ENDORSED LETTER addressed to Judge Francis from Christopher Edelson dated 2/11/05: granting request that the parties hold depositions for two witnesses on 2/16 and 3/1/05. (Signed by Judge James C. Francis on 2/14/05) (cd,) (Entered: 02/16/2005)
03/15/2005	16	ENDORSED LETTER addressed to Mag. Judge Francis from Jopseph B. Fiorenzo dated 3/14/05 re:..RBA requests a three week extension of time to submit the pre-trial order to April 5, 2005. Additionally, RBA requests a ten-day extension to inform the Court as to whether the parties shall file any dispositive motions. Application granted. (Signed by Judge James C. Francis on 3/15/05) (dj,) (Entered: 03/16/2005)
03/15/2005		Set Deadlines/Hearings: Pretrial Order due by 4/5/2005. (dj,) (Entered: 03/16/2005)
03/30/2005	17	ENDORSED LETTER addressed to Magistrate Judge Francis iV from Joseph V. Fiorenzo dated 3/29/2005 re: On 4/20/2005 RBA shall file its motion for summary judgment; plaintiff's opposition papers to be filed on 5/16/2005 and reply papers to be filed on 5/31/2005. Application granted. (Signed by Judge James C. Francis on 3/30/2005) (jsa,) (Entered: 04/01/2005)
03/30/2005		Set/Reset Deadlines: Motions due by 4/20/2005. Replies due by 5/31/2005. Responses due by 5/16/2005 (jsa,) (Entered: 04/01/2005)
04/25/2005	18	ENDORSED LETTER addressed to Magistrate Judge James C. Francis, IV from Joseph B. Fiorenzo dated 4/15/05 re: requesting a week extension of the briefing schedule. Application granted. RBA's motion for summary judgment due by 4/27/2005. Response due by 5/23/2005. Reply due by 6/7/2005. (Signed by Judge James C. Francis on 4/25/05) (kw,) (Entered: 04/28/2005)
04/27/2005	19	MOTION for Summary Judgment. Document filed by The RBA Group. (db,) (Entered: 05/02/2005)
04/27/2005	20	RULE 56.1 STATEMENT. Document filed by The RBA Group. (db,) (Entered: 05/02/2005)
04/27/2005	21	BRIEF in Support re: 19 MOTION for Summary Judgment. Document filed by The RBA Group. (db,) (Entered: 05/02/2005)
04/27/2005	22	CERTIFICATION of Thomas Fastert in Support of 19 MOTION for Summary Judgment. Document filed by The RBA Group. (db,) (Entered: 05/02/2005)
04/27/2005	23	CERTIFICATION of Joseph B. Fiorenzo in Support of 19 MOTION for Summary Judgment. Document filed by The RBA Group. (db,) (Entered: 05/02/2005)

05/23/2005	24	ENDORSED LETTER addressed to Mag. Judge James C. Francis, IV from Christopher P. Edelson dated 5/19/05 re: plaintiff to serve and file opposition to RBA's motion for Summary Judgment thru 6/2/05. RBA's reply papers would be due 6/17/05. (Signed by Judge James C. Francis on 5/19/05) (pl,) (Entered: 05/24/2005)
06/02/2005	25	BRIEF In Opposition re: 19 MOTION for Summary Judgment.. Document filed by Charles E. Gore.(mde,) (Entered: 06/07/2005)
06/02/2005	26	RULE 56.1 STATEMENT. Document filed by Charles E. Gore. (mde,) (Entered: 06/07/2005)
06/02/2005	27	AFFIRMATION of Christopher P. Edelson in Opposition re: 19 MOTION for Summary Judgment.. Document filed by Charles E. Gore. (mde,) (Entered: 06/07/2005)
06/21/2005	28	REPLY BRIEF in Further Support of its Motion for Summary Judgment. Document filed by The RBA Group. (djc,) (Entered: 06/23/2005)
06/21/2005	29	Reply BRIEF of Defendant RBA Group in Further Support of its Motion for Summary Judgment. Document filed by The RBA Group.(djc,) (Entered: 06/23/2005)
06/29/2005	30	ENDORSED LETTER addressed to Mag. Judge Francis from Christopher P. Edelson dated 6/27/05 re: Plaintiff requests leave to file a three-page sur-reply...; Plaintiff may submit a 3-page sur reply provided this is done promptly.. (Signed by Judge James C. Francis on 6/28/05) (djc,) (Entered: 06/30/2005)
07/01/2005	31	SUR-REPLY MEMORANDUM OF LAW in Opposition re: 19 MOTION for Summary Judgment. Document filed by Charles E. Gore. (sac,) (Entered: 07/07/2005)
07/01/2005	32	AFFIRMATION of Christopher P. Edelson in Opposition re: 19 MOTION for Summary Judgment. Document filed by Charles E. Gore. (sac,) (Entered: 07/07/2005)
07/26/2005	33	NOTICE of Substitution of Attorney. Document filed by Charles E. Gore. Added attorney Christopher Peter Edelson for. Attorney Christopher Peter Edelson terminated. (jmi,) (Entered: 07/28/2005)
08/29/2005	34	REPORT AND RECOMMENDATIONS, I recommend that RBA's motion re: 19 MOTION for Summary Judgment. filed by The RBA Group, Objections to R&R due by 9/13/2005 (Signed by Judge James C. Francis on 8/29/05) copies sent by chambers.(cd,) (Entered: 08/30/2005)
09/22/2005	35	ENDORSED LETTER addressed to Judge Kenneth M. Karas from Joseph B. Fiorenzo dated 9/19/05 re: Counsel for defendant RBA Group writes to confirm that our written objections are due as of 9/23/05. The calculation by counsel for defendant RBA Group in which to object to Magistrate Judge Francis's Report & Recommendation appears inaccurate. The R&R was mailed on 8/29/05, thus giving defendant (including weekends & holidays and 3 days for mail service) until September 16 in which to file objections. Therefore, defendant may file

		any objections by 9/23/05 and on accompanying motion under Rule 6(b) to file the objections out of time. So Ordered. (Signed by Judge Kenneth M. Karas on 9/22/05) (jco,) (Entered: 09/23/2005)
09/22/2005	36	NOTICE of Appearance by David Michael Fish on behalf of Charles E. Gore (djg,) (Entered: 09/26/2005)
09/23/2005	37	OBJECTION to 34 Report and Recommendations Document filed by The RBA Group, The RBA Group. (dle,) (Entered: 09/26/2005)
09/23/2005	38	Certification of Joseph B. Fiorenzo, Esq. in support of dft's rule 6(b) motion to file written objections out of time. Document filed by The RBA Group, The RBA Group. (dle,) (Entered: 09/26/2005)
09/30/2005	39	ORDER; pltf's request for ten additional days to file a response is GRANTED. Pltf shall file his response to deflt's motion on or before 10/3/05. In the event that deflt's motion is granted, pltf will file his response 10 days after the granting if the motion. (Signed by Judge Kenneth M. Karas on 9/27/05) (kco,) (Entered: 10/03/2005)
10/03/2005	40	Plaintiffs Opposition to defendant The RBA Group, Inc.'s motion pursuant to FRCP 6(B) for leave to file, out of time, an objection to the Report and Recommendation set forth by magistrate Judge James C. Francis, IV on 8/29/05. Document filed by Charles E. Gore. (db,) (Entered: 10/04/2005)
02/14/2006	41	ORDER: Plaintiff is ordered to file his response to defendant's objections to Magistrate Judge Francis's report and recommendation denying summary judgment by or before 2/14/2006. (Signed by Judge Kenneth M. Karas on 1/31/2006) (lb,) (Entered: 02/14/2006)
02/17/2006	42	ENDORSED LETTER addressed to Judge Kenneth M. Karas from David M. Fish dated 2/10/06 re: plaintiff is given until 2/22/06 to file his response to defendant's objections to the Report and Recommendation. (Signed by Judge Kenneth M. Karas on 2/14/06) (db,) (Entered: 02/17/2006)
02/17/2006		Set/Reset Deadlines as to Objections to R&R due by 2/22/2006 (db,) (Entered: 02/17/2006)
02/21/2006	43	REPLY re: 37 Objection to Report and Recommendations. Document filed by Charles E. Gore. (db,) (Entered: 02/22/2006)
09/04/2007	44	NOTICE OF CASE REASSIGNMENT to Judge Kenneth M. Karas' White Plains Docket. (fk) (Entered: 09/11/2007)
09/11/2007		Mailed notice of reassignment to the attorney(s) of record. (fk) (Entered: 09/11/2007)
09/28/2007		Received returned mail re: 44 Notice of Case Assignment/Reassignment. Mail was addressed to David M. Walsh Simmons Jannace & Stagg at 90 Merrick Avenue 102 E. Meadow, NY 11554 and was returned for the following reason(s): Return To Sender Not Deliverable as Addressed Unable to Forward. (br) (Entered: 09/28/2007)

03/31/2008	<u>45</u>	ORDER ADOPTING REPORT AND RECOMMENDATIONS for 19 Motion for Summary Judgment filed by The RBA Group, <u>34</u> Report and Recommendations...For the reasons stated above, Defendant's Motion to File Out-of-Time Written Objections is GRANTED. Defendant's Motion for Summary Judgment is DENIED in its entirety. Plaintiff's cross-claim for costs and attorney's fees pursuant to 28 U.S.C § 1927 is DENIED without prejudice. The Clerk of the Court is respectfully directed to terminate the pending motions (Dkt Nos. 19, 37). So Ordered. (Signed by Judge Kenneth M. Karas on 3/31/08) (fk) (The Clerk's Office Has Mailed Copies) (Entered: 03/31/2008)
04/02/2008	<u>46</u>	ORDER: By April 30, 2008 the parties shall submit a joint pretrial order in the form required by the Honorable Kenneth M. Karas, U.S.D.J. (Joint Pretrial Order due by 4/30/2008.) (Signed by Magistrate Judge James C. Francis on 4/2/08) Copies Mailed By Chambers.(tro) (Entered: 04/02/2008)
04/09/2008		Received returned mail re: <u>45</u> Order Adopting Report and Recommendations,,. Mail was addressed to IDavid M. Walsh at 90 Merrick Avenue E. Meadow, NY 113554 and was returned for the following reason(s): Return to Sender Not Deliverable as Addressed Unable to Forward. (br) (Entered: 04/09/2008)
04/09/2008	<u>47</u>	NOTICE OF CASE REASSIGNMENT to Judge Richard J. Sullivan. Judge Kenneth M. Karas is no longer assigned to the case. (fk) (Entered: 04/09/2008)
04/09/2008		Mailed notice to the attorney(s) of record. (fk) (Entered: 04/09/2008)
04/10/2008		Received returned mail. Mail was addressed to David M. Walsh of Simmons Jannace & Stagg at 90 Merrick Ave., #102, E. Meadows, NY 11554 and was returned for the following reason(s): Not Deliverable as Addressed. (ama) (Entered: 04/10/2008)
04/15/2008	<u>48</u>	ORDER, a status conference is set for 5/14/08 at 2:30 pm. (Status Conference set for 5/14/2008 at 02:30 PM in Courtroom 21C, 500 Pearl Street, New York, NY 10007 before Judge Richard J. Sullivan.) (Signed by Judge Richard J. Sullivan on 4/15/08) (cd) (Entered: 04/15/2008)
04/24/2008	<u>49</u>	ANSWER to Amended Complaint., CROSSCLAIM against The RBA Group. Document filed by Haider Engineering. Related document: 8 Amended Complaint filed by Charles E. Gore.(Loomba, Lalit) (Entered: 04/24/2008)
04/28/2008	<u>50</u>	ORDER: that the time for submission of a joint pre-trial order is STAYED pending the parties' appearance at a status conference before the Court on May 14, 2008. At that conference, the Court shall hear the parties' respective positions regarding the need for an extension of time to conduct additional discovery. (Signed by Judge Richard J. Sullivan on 4/28/08) (tro) (Entered: 04/29/2008)
05/13/2008	<u>51</u>	ORDER: the conference previously scheduled for 5/14/08 is ADJOURNED to 5/22/2008 at 03:30 PM before Judge Richard J.

		Sullivan. At that time, the Court shall address defendant Haider's anticipated motion. Within four business days of the date of this Order, plaintiff shall submit a letter, not to exceed three (3) pages, responding to defendant Haider's May 9, 2008 letter and explaining why he anticipates defendant's motion is likely to fail. (Signed by Judge Richard J. Sullivan on 5/12/08) (tro) (Entered: 05/13/2008)
05/15/2008	<u>52</u>	PRE-CONFERENCE STATEMENT <i>in response to May 12, 2008 Order</i> . Document filed by Charles E. Gore.(Fish, David) (Entered: 05/15/2008)
05/20/2008	53	NOTICE OF APPEARANCE by Joseph B. Florenzo on behalf of The RBA Group (dj) (Entered: 05/21/2008)
05/29/2008	<u>54</u>	ORDER: At the conference held on May 22, 2008, the Court adopted the following directives regarding defendant Haider Engineering's proposed motion to dismiss; Defendant Haider shall submit its motion by June 12, 2008. Plaintiff shall submit his opposition by June 19, 2008. Defendant Haider shall submit its reply, if any, by June 25, 2008. Thereafter, the Court will schedule oral argument regarding defendant Haider's proposed motion, if necessary. (Signed by Judge Richard J. Sullivan on 5/29/2008) (jfe) (Entered: 05/29/2008)

PACER Service Center			
Transaction Receipt			
06/04/2008 12:44:22			
PACER Login:	we0025	Client Code:	Optional for PACER use only
Description:	Docket Report	Search Criteria:	1:03-cv-09442-RJS-JCF
Billable Pages:	5	Cost:	0.40

CHAO & EDELSON, L.L.C.

ATTORNEYS AT LAW

230 PARK AVENUE

NEW YORK, N.Y. 10169

TELEPHONE: (212) 867-4751

FACSIMILE: (212) 867-4755

DIRECT DIAL: Christopher P. Edelson
(212) 867-4754

E-Mail: chedelson@chaoedelson.com

November 11, 2004

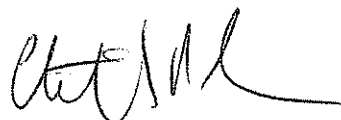
Sayid Haider
Haider Engineering
755 Merrick Road
Baldwin, NY 11510

Re: Gore v. The RBA Group and Haider Engineering; 03 CV 9442 (SDNY)

Dear Mr. Haider:

I have not received formal notice from the court, but my understanding is that the court has permitted plaintiff leave to amend and accepted his second amended complaint. Accordingly, as mentioned in prior correspondence, I am including the second amended complaint with summons. Please call me at (212) 867-4754 with any questions.

Sincerely yours,



Christopher P. Edelson

Enclosure

the following information:

- 1. The name of the person or entity that is the subject of the investigation.
- 2. The date of the investigation.
- 3. The location of the investigation.
- 4. The results of the investigation.

2. The date of the investigation.

3. The location of the investigation.

4. The results of the investigation.

5. The date of the investigation.

6.

7.

8.

9. The date of the investigation.

10. The results of the investigation.

11.

12.

13.

AO 440 (Rev. 10/93) Summons in a Civil Action - SDNY WEB 4/99

United States District Court

Southern

DISTRICT OF

New York

Charles Gore

SUMMONS IN A CIVIL CASE

V.

CASE NUMBER: 03 CIV 9442 (RCC)

The RBA Group, Inc. and
Haider Engineering

TO: (Name and address of defendant)

Haider Engineering
2520 Flatbush Avenue
Brooklyn, NY 11234

*755 Merrick Road
Baldwin, NY 11510*

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Christopher P. Edelson
Chao & Edelson LLC
230 Park Avenue, 26th Floor
New York, NY 10169

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

JUL 06 2004

CLERK

Melanie L. Lopez

(BY) DEPUTY CLERK

DATE

AO 440 (Rev. 10/93) Summons In a Civil Action -SDNY WEB 4/99

RETURN OF SERVICE		
Service of the Summons and Complaint was made by me ¹		DATE
NAME OF SERVER (PRINT)		TITLE
<i>Check one box below to indicate appropriate method of service</i>		
<input type="checkbox"/> Served personally upon the defendant. Place where served: _____ _____		
<input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left: _____ _____		
<input type="checkbox"/> Returned unexecuted: _____ _____ _____		
<input type="checkbox"/> Other (specify): _____ _____ _____		
STATEMENT OF SERVICE FEES		
TRAVEL	SERVICES	TOTAL
DECLARATION OF SERVER		
<p>I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p> <p>Executed on _____ <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> <div style="text-align: center;">Date</div> <div style="text-align: center;">Signature of Server</div> </div> <div style="text-align: center; margin-top: 20px;">Address of Server</div> </p>		

J. MICHAEL McMANIS

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CHARLES E. GORE,

Plaintiff

-against-

THE RBA GROUP, Inc.,
and HAIDER ENGINEERING,

Defendants.
-----X

03 Civ. 9442

SECOND AMENDED COMPLAINT

PLAINTIFF DEMANDS TO CHAMBERS
TRIAL BY JURY SENT FOR REVIEW

JUL 01 2004

U.S.D.C.S.D.N.Y.
CASHIERS

Plaintiff Charles E. Gore, by his attorneys Chao & Edelson, L.L.C., for his Second Amended Complaint against Defendants The RBA Group, Inc. and Haider Engineering, alleges as follows.

THE PARTIES

1. Plaintiff Charles E. Gore was employed by Defendant RBA Group, Inc. ("RBA") from November 1999 to January 2004.
2. Mr. Gore is black.
3. RBA is a contractor doing business for the State of New York on various construction projects in and around the New York metropolitan area
4. Defendant Haider Engineering ("Haider") is a contractor doing business for the State of New York on various construction projects in and around the New York metropolitan area.

VENUE AND JURSDICTION

9. This Court has jurisdiction over this action under 28 U.S.C. § 1331.

10. Venue is proper in this district under 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Plaintiff's claims occurred in the Southern District of New York.

NATURE OF THE ACTION

11. This is a civil action for damages and other remedies brought under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. ("Title VII"), as well as 42 U.S.C. § 1981, the New York State Executive Law, as amended, § 290, et seq. ("New York State Human Rights Law"), and the Administrative Code of the City of New York, as amended, § 8-101 et seq. ("New York City Human Rights Law"). Specifically, Defendants discriminated against Mr. Gore on account of his race and color as described herein. In addition, after Mr. Gore complained of this discrimination, Defendants retaliated against him, including by giving him unfair employment evaluations, relegating him to positions that paid less money than similarly situated individuals, denying customary pay raises, and ultimately by terminating his employment.

12. Plaintiff filed a Charge of Discrimination with the Equal Employment Opportunity Commission in or about May 2002 and received notice of right to sue on or about August 29, 2003 (copy attached as Exhibit 1).

13. Plaintiff previously filed a Complaint on or about November 20, 2003 and an Amended Complaint on or about February 20, 2004 with this Court *pro se*. Plaintiff has now obtained counsel and, with Defendant RBA's consent (Haider was not named as a defendant in the *pro se* complaints), now files this Second Amended Complaint.

FACTS

14. In or about November 1999, RBA hired Mr. Gore.

15. Mr. Gore was promoted to Senior Inspector in July 2001.

16. After Mr. Gore received increased pay from the State of New York associated with his Level III certification, Defendants reduced Mr. Gore's hourly rate of pay by \$2.50.

17. In or about March 2002, Plaintiff's supervisor Jack Giarraputo made racially disparaging remarks toward Mr. Gore, including but not limited to saying that Mr. Gore was "dumb", a "nigger", a "snake", a "monkey", among numerous other racially biased comments.

18. Mr. Giarraputo has never denied making such remarks, and, in fact, RBA concluded, by letter dated April 17, 2002, that Mr. Giarraputo had indeed made such racially disparaging remarks.

19. On April 5, 2002, Mr. Gore filed a complaint regarding this treatment with the New York State Department of Transportation Highway Construction Division, and the complaint was forwarded to the Office of Equal Opportunity Development and Compliance ("OEODC").

20. Throughout the course of his employment with Defendants, Mr. Gore was qualified for his position and his job performance was at least satisfactory with no complaints about his performance before he complained about the racial discrimination.

21. After Mr. Gore made his complaint to the State, Mr. Giarraputo told Mr. Gore that there was no work for him, although the project (a road project in Long Island) Mr. Gore had been working on was far from complete.

22. When he worked on this project, Mr. Gore was employed by both RBA and Haider.

23. By working on this project, Mr. Gore would have been able to advance to Inspector Level NICET IV, from his certification level of NICET Level III, and would have received an increase in pay.

24. Because Mr. Giarraputo denied Mr. Gore the opportunity to do further work on the project after Mr. Gore filed his complaint of discrimination with the state, Mr. Gore was not able to advance to NICET Level IV.

25. As mentioned, Mr. Gore was working on a road contract in Long Island at this time. Three individuals, Mr. George Alewskewicz, James Elder, and Mr. Elio Zerbini, all white Level III inspectors like Mr. Gore, were hired on this project after Mr. Gore and given higher pay and more responsibilities than Mr. Gore by Defendants.

26. While working on the contract in Long Island, Mr. Gore was not given night hours, which would have resulted in more pay, although every other employee (none of them black) working on the project was assigned night hours, with resulting higher pay.

27. Mr. Gore's supervisor, Defendant Giarraputo, stated that he had no use for Mr. Gore and that Mr. Gore had one foot out the door after complaining about Giarraputo's racially biased comments.

28. Mr. Giarraputo pressured Mr. Gore to leave the project.

29. Tony Mavis, head of RBA's New York's office told Mr. Gore that he was angry about Mr. Gore's discrimination complaint.

30. Later in 2002, (after he had complained of discrimination) Mr. Gore was transferred to a contract in New York City, before the Long Island contract's completion.

31. After being transferred to New York City, though he was a Level III Engineer, Mr. Gore was assigned Level I duties.

32. In New York City, Mr. Gore was supervised by Moshen Ghajari, an RBA employee.

33. Mr. Ghajari told Mr. Gore that people like Mr. Gore, who had filed complaints against RBA with the State, should not expect to stay with the company very long.

34. Defendants terminated Mr. Gore's employment on or about January 5, 2004.

35. Mr. Gore had received no pay raises since May 2002 though it was customary to receive 5% increases on the anniversary of a person's start date and when starting a new contract.

FIRST CAUSE OF ACTION
(Discrimination in Violation of Title VII)

36. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 35 as if separately set forth herein.

37. Plaintiff was, at all relevant times, an employee of Defendant RBA within the meaning of Title VII.

38. While he worked on the Long Island road project referred to herein, Plaintiff was also an employee of Defendant Haider.

39. Defendants violated Title VII by discriminating against Plaintiff because of his race.

40. Defendants' unlawful discrimination against Plaintiff includes, but is not limited to, harassing Plaintiff and discharging Plaintiff because of his race.

41. Mr. Gore endured harassment from his supervisor Mr. Giarraputo, that was unwelcome, severe, and pervasive.

42. Mr. Giarraputo's racial comments permeated Mr. Gore's work environment with discriminatory racial harassment and insult.

43. This harassment detrimentally affected Plaintiff, and was sufficiently severe or pervasive as to alter the terms and conditions of his employment and create a hostile, abusive working environment.

44. A reasonable person would have found the harassment and discrimination Plaintiff experienced to be severe, pervasive, hostile and abusive, and Plaintiff himself subjectively found his work environment to be severe, pervasive, hostile and abusive.

45. Plaintiff reasonably took advantage of preventive and corrective opportunities provided by Defendants (to the extent that any such preventive and corrective opportunities were actually provided by Defendants) by reporting the harassment as described supra.

46. Defendants failed to exercise reasonable care to prevent and correct promptly the harassment, including but not limited to Mr. Giarraputo's racially offensive comments.

47. Defendants deliberately made Plaintiff's working conditions intolerable by, among other things, failing to stop the harassment and discrimination he complained of, and by withholding customary raises in pay from the point of the harassment until his termination.

48. As a result of Defendants' illegal actions, including reducing Plaintiff's pay, reducing his job duties, preventing him from access to higher paying night work, and terminating his employment, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

49. Since Defendants' illegal actions against Plaintiff were taken with malice or reckless indifference to Plaintiff's federally protected rights, Plaintiff also requests an award of punitive damages.

SECOND CAUSE OF ACTION
(Retaliation in Violation of Title VII)

50. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 49 as if separately set forth herein.

51. By reporting the comments of Mr. Giarraputo, as described herein, Mr. Gore engaged in statutorily protected activities.

52. Defendants had knowledge, at all relevant times, that Mr. Gore had reported Mr. Giarraputo's discrimination.

53. Defendants retaliated against Mr. Gore by not giving him overtime and night work as Defendants did with all other employees on Mr. Gore's project in Long Island. Moreover, RBA hired white inspectors at Mr. Gore's level and gave them more responsibility and more pay than Mr. Gore.

54. Ordinary and customary pay raises were not given to Mr. Gore on the anniversary of his start date and when he went onto new contracts.

55. Defendants also retaliated against Mr. Gore by terminating his employment.

56. By taking the actions described supra in retaliation against Mr. Gore, Defendants violated Title VII.

57. As a result of Defendants' illegal actions, Plaintiff has suffered substantial damages, including, but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

58. Since Defendants' illegal actions against Plaintiff were taken with malice or reckless indifference to Plaintiff's federally protected rights, Plaintiff also requests an award of punitive damages.

THIRD CAUSE OF ACTION
(Discrimination in Violation of 42 U.S.C. § 1981)

59. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 58 as if separately set forth herein.

60. Plaintiff is a person within the jurisdiction of the United States as defined by 42 U.S.C. § 1981.

61. Defendants violated 42 U.S.C. § 1981 by discriminating against Plaintiff because of his race.

62. Defendants' unlawful discrimination against Plaintiff includes, but is not limited to, harassing and terminating Plaintiff, as described above, including in the First Cause of Action.

63. As a result of Defendants' illegal actions, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

64. Since Defendants' illegal actions against Plaintiff were taken with malice or reckless indifference to Plaintiff's federally protected rights, Plaintiff also requests an award of punitive damages.

FOURTH CAUSE OF ACTION
(Retaliation in Violation of 42 U.S.C. § 1981)

65. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 64 as if separately set forth herein.

66. By reporting discrimination, as described in this complaint, Plaintiff was engaging in statutorily protected activity.

67. Defendants had knowledge, at all relevant times, that Plaintiff had complained of discrimination.

68. Defendants retaliated against Plaintiff, including by terminating his employment

69. .By taking the actions described herein in retaliation against Plaintiff, Defendants violated 42 U.S.C. § 1981.

70. As a result of Defendants' illegal actions, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

71. Since Defendants' illegal actions against Plaintiff were taken with malice or reckless indifference to Plaintiff's federally protected rights, Plaintiff also requests an award of punitive damages.

FIFTH CAUSE OF ACTION

(Discrimination in Violation of New York State Human Rights Law)

72. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 71 as if separately set forth herein.

73. At all relevant times, Plaintiff was an "employee" of RBA for purposes of §§ 292 and 296, as well as all other relevant sections of the New York State Human Rights Law.

74. Upon information and belief, RBA is an "employer" for purposes of §§ 292 and 296, as well as all other relevant sections of the New York State Human Rights Law.

75. While he worked on the Long Island road project referred to herein, Plaintiff was also an employee of Defendant Haider for purposes of §§ 292 and 296, as well as all other relevant sections of the New York State Human Rights Law.

76. Upon information and belief, Haider is an “employer” for purposes of §§ 292 and 296, as well as all other relevant sections of the New York State Human Rights Law.

77. Defendants’ unlawful discrimination against Plaintiff includes, but is not limited, to harassing and terminating Plaintiff.

78. Defendants violated the New York State Human Rights Law by discriminating against Plaintiff, because of his race, in the terms, conditions and privileges of his employment as described in this Complaint.

79. As a result of Defendants’ illegal actions, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

SIXTH CAUSE OF ACTION

(Retaliation in Violation of New York State Human Rights Law)

80. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 79 as if separately set forth herein.

81. By complaining of discrimination, as described in this complaint, Plaintiff was engaging in statutorily protected activity.

82. Defendants had knowledge, at all relevant times, that Plaintiff had complained of discrimination.

83. Defendants retaliated against Plaintiff as described supra, including by terminating his employment.

84. By taking the actions described supra in retaliation against Plaintiff, Defendants violated the New York State Human Rights Law.

85. As a result of Defendants' illegal actions, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

(Discrimination in Violation of New York City Human Rights Law—Defendant RBA only)

86. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 85 as if separately set forth herein.

87. Plaintiff has served a copy of this complaint upon the New York City Commission on Human Rights and New York City Corporation Counsel.

88. Plaintiff is a "person" under § 8-102(1) of the New York City Administrative Code.

89. Upon information and belief, RBA is an "employer" and "covered entity" subject to the provisions of the New York City Human Rights Law under § 8-102(5) and (17) of the Administrative Code.

90. RBA violated the New York City Human Rights Law by discriminating against Plaintiff, because of his race in the terms, conditions and privileges of his employment, as described above, during the period of time that Plaintiff was working in New York City.

91. Defendant RBA's unlawful discrimination against Plaintiff includes, but is not limited, to terminating Plaintiff.

92. As a result of RBA's unlawful discrimination, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

93. Since Defendant RBA's illegal actions against Plaintiff were taken with malice or reckless indifference to Plaintiff's statutory rights, Plaintiff also requests an award of punitive damages under the New York City Human Rights Law.

EIGHTH CAUSE OF ACTION

(Retaliation in Violation of New York City Human Rights Law—Defendant RBA only)

94. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 93 as if separately set forth herein.

95. Defendant RBA violated the New York City Human Rights Law by retaliating against Plaintiff for engaging in protected activity as described supra.

96. As a result of RBA's unlawful retaliation, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

97. Since Defendant's illegal actions against Plaintiff were taken with malice or reckless indifference to Plaintiff's statutory rights, Plaintiff also requests an award of punitive damages under the New York City Human Rights Law.

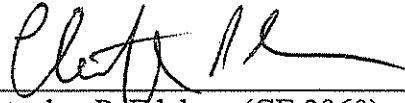
WHEREFORE, while reserving the right to seek additional damages as available, Plaintiff demands judgment against Defendants on all causes of action, back pay and benefits and front pay and benefits, plus compensatory and punitive damages, all in amounts to be determined at trial, as well as attorneys' fees, costs and interest

JURY DEMAND

Plaintiff requests trial by jury of all claims that can be so tried.

Dated: June 24, 2004

By:



Christopher P. Edelson (CE 2960)
Attorney for Plaintiff
CHAO & EDELSON, LLC
230 Park Avenue
26th Floor
New York, NY 10169
Telephone: (212) 867-4751
Telefax: (212) 867-4755

EXHIBIT 1

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DC Form 161 (10/96)

DISMISSAL AND NOTICE OF RIGHTS

To: Charles Gore
626 West 165th Street, Apt 46
New York, New York 10032

From: Equal Employment Opportunity Commission
New York District Office
33 Whitehall Street, 5th Floor
New York, New York 10004-2112

[] On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR § 1601.7(a))

Charge No.	EEOC Representative Legal Unit R-1	Telephone No. (212) 336-3721
50-A2-01999		

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- [] The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- [] Your allegations did not involve a disability that is covered by the Americans with Disabilities Act.
- [] The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- [] We cannot investigate your charge because it was not filed within the time limit required by law.
- [] Having been given 30 days in which to respond, you failed to provide information, failed to appear or be available for interviews/conferences, or otherwise failed to cooperate to the extent that it was not possible to resolve your charge.
- [] While reasonable efforts were made to locate you, we were not able to do so.
- [] You had 30 days to accept a reasonable settlement offer that afford full relief for the harm you alleged.
- [X] The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- [] The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- [] Other (briefly state) _____

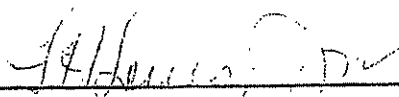
- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed **WITHIN 90 DAYS** from your receipt of this Notice; otherwise, your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred **more than 2 years (3 years)** before you file suit may not be collectible.

On behalf of the Commission


Spencer H. Lewis, Jr., District Director

8/27/03
(Date Mailed)

Enclosure(s)

cc: Respondent(s): The RBA Group
One Evergreen Place
P.O. Box 1927
Morristown, N.J. 07962
Attn: Lori Cole, Director, Human Resources

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CHARLES E. GORE,

Plaintiff

03 Civ. 9442

-against-

THE RBA GROUP, Inc.,
and HAIDER ENGINEERING,

Defendants.

SECOND AMENDED COMPLAINT

PLAINTIFF DEMANDS
TRIAL BY JURY

Plaintiff Charles E. Gore, by his attorneys Chao & Edelson, L.L.C., for his Second Amended Complaint against Defendants The RBA Group, Inc. and Haider Engineering, alleges as follows.

THE PARTIES

1. Plaintiff Charles E. Gore was employed by Defendant RBA Group, Inc. (“RBA”) from November 1999 to January 2004.
2. Mr. Gore is black.
3. RBA is a contractor doing business for the State of New York on various construction projects in and around the New York metropolitan area
4. Defendant Haider Engineering (“Haider”) is a contractor doing business for the State of New York on various construction projects in and around the New York metropolitan area.

VENUE AND JURSDICTION

9. This Court has jurisdiction over this action under 28 U.S.C. § 1331.

10. Venue is proper in this district under 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Plaintiff's claims occurred in the Southern District of New York.

NATURE OF THE ACTION

11. This is a civil action for damages and other remedies brought under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. ("Title VII"), as well as 42 U.S.C. § 1981, the New York State Executive Law, as amended, § 290, et seq. ("New York State Human Rights Law"), and the Administrative Code of the City of New York, as amended, § 8-101 et seq. ("New York City Human Rights Law"). Specifically, Defendants discriminated against Mr. Gore on account of his race and color as described herein. In addition, after Mr. Gore complained of this discrimination, Defendants retaliated against him, including by giving him unfair employment evaluations, relegating him to positions that paid less money than similarly situated individuals, denying customary pay raises, and ultimately by terminating his employment.

12. Plaintiff filed a Charge of Discrimination with the Equal Employment Opportunity Commission in or about May 2002 and received notice of right to sue on or about August 29, 2003 (copy attached as Exhibit 1).

13. Plaintiff previously filed a Complaint on or about November 20, 2003 and an Amended Complaint on or about February 20, 2004 with this Court *pro se*. Plaintiff has now obtained counsel and, with Defendant RBA's consent (Haider was not named as a defendant in the *pro se* complaints), now files this Second Amended Complaint.

FACTS

14. In or about November 1999, RBA hired Mr. Gore.

15. Mr. Gore was promoted to Senior Inspector in July 2001.

16. After Mr. Gore received increased pay from the State of New York associated with his Level III certification, Defendants reduced Mr. Gore's hourly rate of pay by \$2.50.

17. In or about March 2002, Plaintiff's supervisor Jack Giarraputo made racially disparaging remarks toward Mr. Gore, including but not limited to saying that Mr. Gore was "dumb", a "nigger", a "snake", a "monkey", among numerous other racially biased comments.

18. Mr. Giarraputo has never denied making such remarks, and, in fact, RBA concluded, by letter dated April 17, 2002, that Mr. Giarraputo had indeed made such racially disparaging remarks.

19. On April 5, 2002, Mr. Gore filed a complaint regarding this treatment with the New York State Department of Transportation Highway Construction Division, and the complaint was forwarded to the Office of Equal Opportunity Development and Compliance ("OEODC").

20. Throughout the course of his employment with Defendants, Mr. Gore was qualified for his position and his job performance was at least satisfactory with no complaints about his performance before he complained about the racial discrimination.

21. After Mr. Gore made his complaint to the State, Mr. Giarraputo told Mr. Gore that there was no work for him, although the project (a road project in Long Island) Mr. Gore had been working on was far from complete.

22. When he worked on this project, Mr. Gore was employed by both RBA and Haider.

23. By working on this project, Mr. Gore would have been able to advance to Inspector Level NICET IV, from his certification level of NICET Level III, and would have received an increase in pay.

24. Because Mr. Giarraputo denied Mr. Gore the opportunity to do further work on the project after Mr. Gore filed his complaint of discrimination with the state, Mr. Gore was not able to advance to NICET Level IV.

25. As mentioned, Mr. Gore was working on a road contract in Long Island at this time. Three individuals, Mr. George Alewskewicz, James Elder, and Mr. Elio Zerbini, all white Level III inspectors like Mr. Gore, were hired on this project after Mr. Gore and given higher pay and more responsibilities than Mr. Gore by Defendants.

26. While working on the contract in Long Island, Mr. Gore was not given night hours, which would have resulted in more pay, although every other employee (none of them black) working on the project was assigned night hours, with resulting higher pay.

27. Mr. Gore's supervisor, Defendant Giarraputo, stated that he had no use for Mr. Gore and that Mr. Gore had one foot out the door after complaining about Giarraputo's racially biased comments.

28. Mr. Giarraputo pressured Mr. Gore to leave the project.

29. Tony Mavis, head of RBA's New York's office told Mr. Gore that he was angry about Mr. Gore's discrimination complaint.

30. Later in 2002, (after he had complained of discrimination) Mr. Gore was transferred to a contract in New York City, before the Long Island contract's completion.

31. After being transferred to New York City, though he was a Level III Engineer, Mr. Gore was assigned Level I duties.

32. In New York City, Mr. Gore was supervised by Moshen Ghajari, an RBA employee.

33. Mr. Ghajari told Mr. Gore that people like Mr. Gore, who had filed complaints against RBA with the State, should not expect to stay with the company very long.

34. Defendants terminated Mr. Gore's employment on or about January 5, 2004.

35. Mr. Gore had received no pay raises since May 2002 though it was customary to receive 5% increases on the anniversary of a person's start date and when starting a new contract.

FIRST CAUSE OF ACTION
(Discrimination in Violation of Title VII)

36. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 35 as if separately set forth herein.

37. Plaintiff was, at all relevant times, an employee of Defendant RBA within the meaning of Title VII.

38. While he worked on the Long Island road project referred to herein, Plaintiff was also an employee of Defendant Haider.

39. Defendants violated Title VII by discriminating against Plaintiff because of his race.

40. Defendants' unlawful discrimination against Plaintiff includes, but is not limited to, harassing Plaintiff and discharging Plaintiff because of his race.

41. Mr. Gore endured harassment from his supervisor Mr. Giarraputo, that was unwelcome, severe, and pervasive.

42. Mr. Giarraputo's racial comments permeated Mr. Gore's work environment with discriminatory racial harassment and insult.

43. This harassment detrimentally affected Plaintiff, and was sufficiently severe or pervasive as to alter the terms and conditions of his employment and create a hostile, abusive working environment.

44. A reasonable person would have found the harassment and discrimination Plaintiff experienced to be severe, pervasive, hostile and abusive, and Plaintiff himself subjectively found his work environment to be severe, pervasive, hostile and abusive.

45. Plaintiff reasonably took advantage of preventive and corrective opportunities provided by Defendants (to the extent that any such preventive and corrective opportunities were actually provided by Defendants) by reporting the harassment as described supra.

46. Defendants failed to exercise reasonable care to prevent and correct promptly the harassment, including but not limited to Mr. Giarraputo's racially offensive comments.

47. Defendants deliberately made Plaintiff's working conditions intolerable by, among other things, failing to stop the harassment and discrimination he complained of, and by withholding customary raises in pay from the point of the harassment until his termination.

48. As a result of Defendants' illegal actions, including reducing Plaintiff's pay, reducing his job duties, preventing him from access to higher paying night work, and terminating his employment, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

49. Since Defendants' illegal actions against Plaintiff were taken with malice or reckless indifference to Plaintiff's federally protected rights, Plaintiff also requests an award of punitive damages.

SECOND CAUSE OF ACTION
(Retaliation in Violation of Title VII)

50. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 49 as if separately set forth herein.

51. By reporting the comments of Mr. Giarraputo, as described herein, Mr. Gore engaged in statutorily protected activities.

52. Defendants had knowledge, at all relevant times, that Mr. Gore had reported Mr. Giarraputo's discrimination.

53. Defendants retaliated against Mr. Gore by not giving him overtime and night work as Defendants did with all other employees on Mr. Gore's project in Long Island. Moreover, RBA hired white inspectors at Mr. Gore's level and gave them more responsibility and more pay than Mr. Gore.

54. Ordinary and customary pay raises were not given to Mr. Gore on the anniversary of his start date and when he went onto new contracts.

55. Defendants also retaliated against Mr. Gore by terminating his employment.

56. By taking the actions described supra in retaliation against Mr. Gore, Defendants violated Title VII.

57. As a result of Defendants' illegal actions, Plaintiff has suffered substantial damages, including, but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

58. Since Defendants' illegal actions against Plaintiff were taken with malice or reckless indifference to Plaintiff's federally protected rights, Plaintiff also requests an award of punitive damages.

THIRD CAUSE OF ACTION
(Discrimination in Violation of 42 U.S.C. § 1981)

59. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 58 as if separately set forth herein.

60. Plaintiff is a person within the jurisdiction of the United States as defined by 42 U.S.C. § 1981.

61. Defendants violated 42 U.S.C. § 1981 by discriminating against Plaintiff because of his race.

62. Defendants' unlawful discrimination against Plaintiff includes, but is not limited to, harassing and terminating Plaintiff, as described above, including in the First Cause of Action.

63. As a result of Defendants' illegal actions, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

64. Since Defendants' illegal actions against Plaintiff were taken with malice or reckless indifference to Plaintiff's federally protected rights, Plaintiff also requests an award of punitive damages.

FOURTH CAUSE OF ACTION
(Retaliation in Violation of 42 U.S.C. § 1981)

65. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 64 as if separately set forth herein.

66. By reporting discrimination, as described in this complaint, Plaintiff was engaging in statutorily protected activity.

67. Defendants had knowledge, at all relevant times, that Plaintiff had complained of discrimination.

68. Defendants retaliated against Plaintiff, including by terminating his employment

69. By taking the actions described herein in retaliation against Plaintiff, Defendants violated 42 U.S.C. § 1981.

70. As a result of Defendants' illegal actions, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

71. Since Defendants' illegal actions against Plaintiff were taken with malice or reckless indifference to Plaintiff's federally protected rights, Plaintiff also requests an award of punitive damages.

FIFTH CAUSE OF ACTION

(Discrimination in Violation of New York State Human Rights Law)

72. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 71 as if separately set forth herein.

73. At all relevant times, Plaintiff was an "employee" of RBA for purposes of §§ 292 and 296, as well as all other relevant sections of the New York State Human Rights Law.

74. Upon information and belief, RBA is an "employer" for purposes of §§ 292 and 296, as well as all other relevant sections of the New York State Human Rights Law.

75. While he worked on the Long Island road project referred to herein, Plaintiff was also an employee of Defendant Haider for purposes of §§ 292 and 296, as well as all other relevant sections of the New York State Human Rights Law.

76. Upon information and belief, Haider is an “employer” for purposes of §§ 292 and 296, as well as all other relevant sections of the New York State Human Rights Law.

77. Defendants’ unlawful discrimination against Plaintiff includes, but is not limited, to harassing and terminating Plaintiff.

78. Defendants violated the New York State Human Rights Law by discriminating against Plaintiff, because of his race, in the terms, conditions and privileges of his employment as described in this Complaint.

79. As a result of Defendants’ illegal actions, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

SIXTH CAUSE OF ACTION

(Retaliation in Violation of New York State Human Rights Law)

80. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 79 as if separately set forth herein.

81. By complaining of discrimination, as described in this complaint, Plaintiff was engaging in statutorily protected activity.

82. Defendants had knowledge, at all relevant times, that Plaintiff had complained of discrimination.

83. Defendants retaliated against Plaintiff as described supra, including by terminating his employment.

84. By taking the actions described supra in retaliation against Plaintiff, Defendants violated the New York State Human Rights Law.

85. As a result of Defendants' illegal actions, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

(Discrimination in Violation of New York City Human Rights Law—Defendant RBA only)

86. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 85 as if separately set forth herein.

87. Plaintiff has served a copy of this complaint upon the New York City Commission on Human Rights and New York City Corporation Counsel.

88. Plaintiff is a "person" under § 8-102(1) of the New York City Administrative Code.

89. Upon information and belief, RBA is an "employer" and "covered entity" subject to the provisions of the New York City Human Rights Law under § 8-102(5) and (17) of the Administrative Code.

90. RBA violated the New York City Human Rights Law by discriminating against Plaintiff, because of his race in the terms, conditions and privileges of his employment, as described above, during the period of time that Plaintiff was working in New York City.

91. Defendant RBA's unlawful discrimination against Plaintiff includes, but is not limited, to terminating Plaintiff.

92. As a result of RBA's unlawful discrimination, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

93. Since Defendant RBA's illegal actions against Plaintiff were taken with malice or reckless indifference to Plaintiff's statutory rights, Plaintiff also requests an award of punitive damages under the New York City Human Rights Law.

EIGHTH CAUSE OF ACTION

(Retaliation in Violation of New York City Human Rights Law—Defendant RBA only)

94. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 93 as if separately set forth herein.

95. Defendant RBA violated the New York City Human Rights Law by retaliating against Plaintiff for engaging in protected activity as described supra.

96. As a result of RBA's unlawful retaliation, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

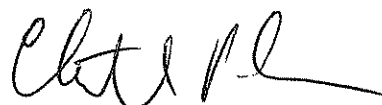
97. Since Defendant's illegal actions against Plaintiff were taken with malice or reckless indifference to Plaintiff's statutory rights, Plaintiff also requests an award of punitive damages under the New York City Human Rights Law.

WHEREFORE, while reserving the right to seek additional damages as available, Plaintiff demands judgment against Defendants on all causes of action, back pay and benefits and front pay and benefits, plus compensatory and punitive damages, all in amounts to be determined at trial, as well as attorneys' fees, costs and interest

JURY DEMAND

Plaintiff requests trial by jury of all claims that can be so tried.

Dated: June 24, 2004

By: 
Christopher P. Edelson (CE 2960)
Attorney for Plaintiff
CHAO & EDELSON, LLC
230 Park Avenue
26th Floor
New York, NY 10169
Telephone: (212) 867-4751
Telefax: (212) 867-4755

03 Civ 9442 (RCC)

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

CHARLESE GORE,

Plaintiff,

v.

THE RBA GROUP,

Defendants

SECOND AMENDED COMPLAINT

CHAO & EDELSON, L.L.C.

Attorney for Plaintiff Charles E. Gore

Office and Home Office Address Telephone

230 Park Avenue
New York, New York 10169
(212) 867-4751

BY:


CHRISTOPHER P. EDELSON, ESQ.

WILSON, ELSE, MOSKOWITZ,
 EDELMAN & DICKER LLP
 Attorneys for Defendant Haider Engineering, P.C.
 3 Gannett Drive
 White Plains, NY 10604
 (914) 323-7000
 Attn: James O'Brien, Esq. (JO 6722)
 Lalit K. Loomba, Esq. (LL 9755)

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

-----X		
CHARLES E. GORE,	:	03 Civ. 9442 (RJS)(JCF)
	:	
Plaintiff,	:	ANSWER TO SECOND-
-against-	:	AMENDED COMPLAINT
	:	
THE RBA GROUP, INC. and	:	
HAIDER ENGINEERING,	:	
	:	
DefendantS	:	
-----X		

Defendant Haider Engineering, P.C. (s/h/a Haider Engineering) (hereinafter, "Haider Engineering"), by its undersigned attorneys, as and for its answer to plaintiff's second-amended complaint, alleges as follows:

The Parties

1. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 1.
2. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 2.
3. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 3.

4. Denies the allegations contained in paragraph 4, except admits that Haider Engineering is an engineering firm that performed work on the project pursuant to an agreement with defendant The RBA Group, Inc. ("RBA")

5. The complaint does not contain a paragraph numbered "5," and so no answer is required.

6. The complaint does not contain a paragraph numbered "6," and so no answer is required.

7. The complaint does not contain a paragraph numbered "7," and so no answer is required.

8. The complaint does not contain a paragraph numbered "8," and so no answer is required.

Venue and Jurisdiction

9. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 9, and respectfully refers all questions of law to the Court.

10. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 10, and respectfully refers all questions of law to the Court.

Nature of the Action

11. Denies all factual allegations contained in paragraph 11, and respectfully refers all questions of law to the Court.

12. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 12, and respectfully refers all questions of law to the Court.

13. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 13.

Facts

14. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 14.

15. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 15.

16. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 16, except denies that Haider Engineering reduced plaintiff's hourly rate during any period of time relevant to this action.

17. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 17.

18. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 18.

19. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 19.

20. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 20.

21. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 21.

22. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 22, and respectfully refers all legal question to the Court, except admits that plaintiff was employed by Haider Engineering.

23. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 23.

24. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 24.

25. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 25.

26. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 26.

27. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 27.

28. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 28.

29. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 29.

30. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 30.

31. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 31.

32. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 32.

33. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 33.

34. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 34, except denies that Haider Engineering ever terminated plaintiff during any period of time relevant to this action.

35. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 35.

As and For a Response to the First Cause of Action
(Discrimination in Violation of Title VII)

36. Repeats and realleges each response to paragraphs 1 through 35 above as if set forth fully herein.

37. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 37, and respectfully refers all questions of law to the Court.

38. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 37, except admits that plaintiff was employed by Haider Engineering.

39. Denies the allegations contained in paragraph 39, and respectfully refers all questions of law to the Court.

40. Denies the allegations contained in paragraph 40.

41. Denies the allegations contained in paragraph 41.

42. Denies the allegations contained in paragraph 42.

43. Denies the allegations contained in paragraph 43, and respectfully refers all questions of law to the Court.

44. Denies the allegations contained in paragraph 44, and respectfully refers all questions of law to the Court.

45. Denies the allegations contained in paragraph 45.

46. Denies the allegations contained in paragraph 46.

47. Denies the allegations contained in paragraph 47.

48. Denies the allegations contained in paragraph 48.

49. Denies the allegations contained in paragraph 49, and respectfully refers all questions of law to the Court.

As and For a Response to the Second Cause of Action
(Retaliation in Violation of Title VII)

50. Repeats and realleges each response to paragraphs 1 through 49 above as if set forth fully herein.

51. Denies the allegations contained in paragraph 51, and respectfully refers all questions of law to the Court.

52. Denies the allegations contained in paragraph 52, except denies that Haider Engineering had any knowledge of alleged wrongful conduct on the part of Mr. Giarraputo.

53. Denies the allegations contained in paragraph 53.

54. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 54.

55. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 55, except denies that Haider Engineering terminated plaintiff.

56. Denies the allegations contained in paragraph 56, and respectfully refers all questions of law to the Court.

57. Denies the allegations contained in paragraph 57.

58. Denies the allegations contained in paragraph 58, and respectfully refers all questions of law to the Court.

As and For a Response to the Third Cause of Action
(Discrimination in Violation of 42 U.S.C. §1981)

59. Repeats and realleges each response to paragraphs 1 through 58 above as if set forth fully herein.

60. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 60, and respectfully refers all questions of law to the Court.

61. Denies the allegations contained in paragraph 61, and respectfully refers all questions of law to the Court.

62. Denies the allegations contained in paragraph 62.

63. Denies the allegations contained in paragraph 63.

64. Denies the allegations contained in paragraph 64, and respectfully refers all questions of law to the Court.

As and For a Response to the Fourth Cause of Action
(Retaliation in Violation of 42 U.S.C. §1981)

65. Repeats and realleges each response to paragraphs 1 through 64 above as if set forth fully herein.

66. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 66, and respectfully refers all questions of law to the Court.

67. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 67, except denies that Haider Engineering had knowledge that plaintiff complained about discrimination.

68. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 68, except denies that Haider Engineering terminated plaintiff.

69. Denies the allegations contained in paragraph 69, and respectfully refers all questions of law to the Court.

70. Denies the allegations contained in paragraph 70.

71. Denies the allegations contained in paragraph 71, and respectfully refers all questions of law to the Court.

As and For a Response to the Fifth Cause of Action
(Discrimination in Violation of New York State Human Rights Law)

72. Repeats and realleges each response to paragraphs 1 through 71 above as if set forth fully herein.

73. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 73, and respectfully refers all questions of law to the Court.

74. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 74, and respectfully refers all questions of law to the Court.

75. Denies the allegations contained in paragraph 75, and respectfully refers all questions of law to the Court, except admits that plaintiff was employed by Haider Engineering.

76. Denies the allegations contained in paragraph 76, and respectfully refers all questions of law to the Court, except admits that plaintiff was employed by Haider Engineering.

77. Denies the allegations contained in paragraph 77.

78. Denies the allegations contained in paragraph 78, and respectfully refers all questions of law to the Court.

79. Denies the allegations contained in paragraph 79, and respectfully refers all questions of law to the Court.

As and For a Response to the Sixth Cause of Action
(Retaliation in Violation of New York State Human Rights Law)

80. Repeats and realleges each response to paragraphs 1 through 80 above as if set forth fully herein.

81. Denies the allegations contained in paragraph 81, and respectfully refers all questions of law to the Court.

82. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 82, except denies that Haider Engineering had knowledge that plaintiff complained about discrimination.

83. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 83, except denies that Haider Engineering terminated plaintiff.

84. Denies the allegations contained in paragraph 84, and respectfully refers all questions of law to the Court.

85. Denies the allegations contained in paragraph 85, and respectfully refers all questions of law to the Court.

As and For a Response to the Seventh Cause of Action
(Discrimination in Violation of New York City Human Rights Law – Defendant RBA Only)

86. Repeats and realleges each response to paragraphs 1 through 85 above as if set forth fully herein.

87. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 87.

88. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 88, and respectfully refers all questions of law to the Court.

89. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 89, and respectfully refers all questions of law to the Court.

90. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 90, and respectfully refers all questions of law to the Court.

91. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 91, and respectfully refers all questions of law to the Court.

92. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 92, and respectfully refers all questions of law to the Court.

93. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 93, and respectfully refers all questions of law to the Court.

As and For a Response to the Eighth Cause of Action
(Retaliation in Violation of New York City Human Rights Law – Defendant RBA Only)

94. Repeats and realleges each response to paragraphs 1 through 93 above as if set forth fully herein.

95. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 95, and respectfully refers all questions of law to the Court.

96. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 96, and respectfully refers all questions of law to the Court.

97. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 97, and respectfully refers all questions of law to the Court.

AFFIRMATIVE DEFENSES

As and For a First Affirmative Defense

98. The second-amended complaint fails to state a cause of action upon which relief can be granted as a matter of law.

As and For a Second Affirmative Defense

99. The second-amended complaint is barred, in whole or in part, by the applicable statute of limitations.

As and For a Third Affirmative Defense

100. Plaintiff's claims are barred, in whole or in part, by the doctrine(s) of waiver and/or estoppel.

As and For a Fourth Affirmative Defense

101. Plaintiff's claims are barred, in whole or in part, by his failure to exhaust administrative remedies and to meet applicable filing requirements.

As and For a Fifth Affirmative Defense

102. Haider Engineering, at all relevant times, acted in good faith and did not violate any of plaintiff's local, state or federal rights.

As and For a Sixth Affirmative Defense

103. Any actions taken by Haider Engineering with respect to plaintiff were undertaken in good faith and for legitimate business reasons unrelated to plaintiff's race or any other protected classification.

As and For a Seventh Affirmative Defense

104. Haider Engineering did not know, or have reason to know, of the alleged discrimination and/or harassment.

As and For an Eighth Affirmative Defense

105. Plaintiff's claims are barred because the complained of conduct was neither offensive nor unwelcome, and/or plaintiff participated in such conduct.

As and For a Ninth Affirmative Defense

106. In the alternative, plaintiff's claims of race discrimination and/or harassment are barred and/or any recovery of damages is precluded because Haider Engineering exercised reasonable care to prevent and correct promptly any alleged harassing behavior.

As and For a Tenth Affirmative Defense

107. Plaintiff's claims of race discrimination and/or harassment are barred and/or any recovery of damages is precluded because plaintiff unreasonable failed to take advantage of preventative and corrective opportunities or to avoid harm otherwise.

As and For an Eleventh Affirmative Defense

108. Plaintiff's claims for damages are barred or reduced by his failure to mitigate his alleged damages.

As and For a Twelfth Affirmative Defense

109. Plaintiff's second-amended complaint must be dismissed for insufficiency of service of process.

**AS AND FOR CROSS CLAIMS AGAINST
DEFENDANT THE RBA GROUP, INC.**

As and For a Cross-Claim based in Contribution

110. Haider Engineering demands contribution from defendant RBA in accordance with common law and all applicable statutory laws, respectively.

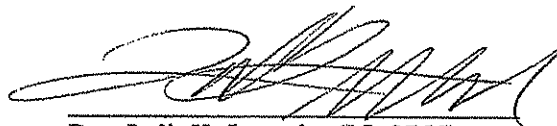
As and For a Cross-Claim based in Indemnification

111. Haider Engineering demands indemnification from defendant RBA against any judgment entered herein on grounds of common-law and contractual indemnification.

WHEREFORE, defendant Haider Engineering, P.C. demands judgment (i) dismissing plaintiff's second amended complaint with prejudice, (ii) awarding contribution and/or indemnification against defendant RBA, (iii) awarding the costs and expenses, including attorney's fees, incurred in the defense of this case, and (iv) such other, further and different relief as the Court may deem just and proper.

Dated: White Plains, New York
April 24, 2008

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP
Attorneys for Defendant Haider
Engineering, P.C.



By: Lalit K. Loomba (LL 9755)

3 Gannett Drive
White Plains, NY 10604
(914) 323-7000
Our File No. 10991.00001

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

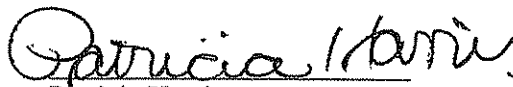
Patricia Harris, being duly sworn, says: that I am not a party to this action, am over 18 years of age and reside in Fairfield County, State of Connecticut.

On the 24th day of April 2008, I served the within document entitled ANSWER TO SECOND-AMENDED COMPLAINT on:

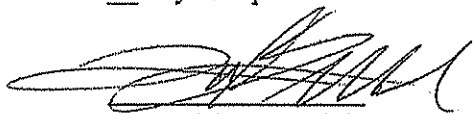
DAVID FISH, ESQ.
Attorney for Plaintiff
500 Fifth Avenue, Suite 5100
New York, NY 10010

SOKOL, BEHOT & FIORENZO
Attorneys for Defendant The RBA Group, Inc.
433 Hackensack Avenue
Hackensack, NJ 07601

at the address(es) designated by said attorney(s) for that purpose by depositing a true copy of same enclosed in a postpaid, properly addressed wrapper, in an official depository under the exclusive care and custody of the United States Post Office within the State of New York.


Patricia Harris

Sworn to before me this
24th day of April 2008


Notary Public

LALIT K. LOOMBA
Notary Public, State of New York
No. 60-5006806
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires Jan. 11, 2011

DAVID M. FISH
Counselor and Attorney at Law
WWW.DAVIDMFISH.COM

500 Fifth Avenue, Suite 5100
New York, NY 10110-5197
Telephone 212.869.1040
Facsimile 212.869.4648

May 15, 2008

By ECF

Hon. Richard J. Sullivan
United States District Judge
United States District Court
Southern District of New York
500 Pearl Street, Room 615
New York, New York 10007

Re: **GORE v. THE RBA GROUP, INC. AND HAIDER ENGINEERING**
03 CV. 9442 (RJS)(JCF)

Dear Judge Sullivan:

I am counsel to the plaintiff in the referenced matter. This is in response to Your Honor's May 12 Order directing that we respond to defendant Haider's May 9, 2008 letter and explain why we believe Haider's motion to dismiss based upon "failure to serve" is likely to fail.

As I explained to counsel, Haider's procedural argument is disingenuous and runs contrary to the actual events in this case. First, Haider actually received the June 24, 2004 Second Amended Complaint. On November 11, 2004, Haider was served with the "second amended complaint with summons" by prior counsel, after previously being served with the Motion to Amend Complaint, and accompanying Second Amended Complaint on June 29, 2004. Haider acknowledged receipt of the Second Amended Complaint, and had numerous discussions with my predecessor regarding it (see attached letters from prior counsel).

Given Haider's actual receipt of the Second Amended Complaint, it cannot use its "strict compliance" argument to void its received **and acknowledged** mail service. Courts have stated that, even lacking strict compliance with Fed. R. Civ. P. 4(c)(2)(C)(ii), service of process is effective where the recipient received the mail, thus affording actual notice to the defendant. Fed. R. Civ. P. 4(c)(2)(C)(ii) should not be read to void a received-but-unacknowledged mail service, or to substitute the requirement of personal service in lieu of an acknowledged mail service. Morse v. Elmira Country Club, 752 F.2d 35, 39 (2d Cir. 1984); Deshmukh v. Cook, 630 F. Supp. 956 (S.D.N.Y. 1986) ("'strong factors of justice and equity' favor a finding of effective service where, as here, the recipient actually receives the mail service, but refuses to acknowledge it.").

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Hon. Richard J. Sullivan
May 15, 2008
Page 2 of 2

Finally, this argument – made after adjudication of dispositive motions and this Court's order to complete the pre-trial order – is barred by the doctrine of laches.

I look forward to discussing this further and answering any questions Your Honor may have at our May 22 conference.

Sincerely,

A handwritten signature in black ink that reads "David Fish". The script is cursive and fluid.

David M. Fish

DMF:

Attachments

cc: Joseph B. Fiorenza, Esq. (*by fax* (201) 488-2460)
Lalit K. Loomba, Esq. (*by fax* (914) 323-7001)

Christopher P. Edelson
(212) 867-4754

E-Mail: chedelson@chaoedelson.com

November 11, 2004

Haider Engineering
755 Merrick Road
Baldwin, NY 11510

Re: Gore v. The RBA Group and Haider Engineering; 03 CV 9442 (SDNY)

Dear Sir or Madam:

I have not received formal notice from the court, but my understanding is that the court has permitted plaintiff leave to amend and accepted his second amended complaint. Accordingly, as mentioned in prior correspondence, I am including the second amended complaint with summons. Please call me at (212) 867-4754 with any questions.

Sincerely yours,

Christopher P. Edelson

Enclosure

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

CHARLES E. GORE,	:	03 Civ. 9442 (RCC) (JCF)
	:	
Plaintiff,	:	
	:	
- against -	:	
	:	<u>AFFIRMATION OF SERVICE</u>
THE RBA GROUP, and	:	
HAIDER ENGINEERING,	:	
	:	
Defendants.	:	

-----X

I, Christopher P. Edelson, hereby affirm that:

1. I am not a party to the above referenced action, and am over 18 years of age.
2. On June 29, 2004, I served the foregoing Motion to Amend Complaint, and accompanying Second Amended Complaint, on Defendants as follows, by first class mail:

John M. Nolan, Esq.
Jackson Lewis LLP
220 Headquarters Plaza
East Tower
7th Floor
Morristown, NJ 07960-6834

Haider Engineering
2520 Flatbush Avenue
Brooklyn, NY 11234

Service of the Second Amended Complaint will follow with Summons in the event that the Court grants leave to amend.

Christopher P. Edelson
(212) 867-4754

E-Mail: chedelson@chaoedelson.com

July 27, 2004

Haider Engineering
755 Merrick Road
Baldwin, NY 11510

Re: Gore v. The RBA Group and Haider Engineering; 03 CV 9442 (SDNY)

Dear Sir or Madam:

Enclosed please find a motion to amend complaint and second amended complaint in the above-referenced case. Haider was not named as a defendant in the previously filed complaints but is named in this complaint, which has been submitted to the court for approval. I sent the enclosed document previously (on June 29, 2004), but I apparently did not have your correct address—please call me at 212 867-4754 to confirm receipt of this package.

As noted in my June 29 letter, if the court permits plaintiff leave to amend, I will have this complaint served on you with a summons. In the meantime, please call me at (212) 867-4754 with any questions.

Sincerely yours,

Christopher P. Edelson

Enclosure

u

CHRISTOPHER P. EDELSON, ESQ.

155 East 47th Street #2E

New York, N.Y. 10017

Telephone: (646) 704-2447

October 27, 2005

Syed Haider
Haider Engineering
755 Merrick Road
Baldwin, NY 11510

Re: Gore v. The RBA Group and Haider Engineering; 03 CV 9442 (SDNY)

Dear Mr. Haider:

As you know, the Court has denied RBA's motion for summary judgment in the above-referenced case. Haider did not file a motion for summary judgment and did not file any objections to the Court's decision. Accordingly, Mr. Gore's claims against Haider will go to trial before a jury.

I would like to strongly recommend, as I have in the past, that Haider Engineering obtains legal representation. I believe it would be useful to discuss the option of out of court settlement before trial. However, I think this can best be done if Haider is represented by counsel. Moreover, if the claims against Haider cannot be resolved, Haider will be required to obtain representation for trial, as defendants are not permitted to proceed *pro se* (representing themselves without an attorney) at trial in federal court, which is where this case has been brought.

I hope that Haider will obtain counsel; if it does, please ask such counsel to contact me. If you have any questions before obtaining counsel (I cannot speak to you if you are represented by counsel), please contact me yourself. If you do want to discuss settlement with me, without counsel (which I do not recommend; I recommend that you obtain counsel), you can contact me at 646 704-2447.

Sincerely yours,

Christopher P. Edelson

CHARGE OF DISCRIMINATION

CHARGE NUMBER

This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.

☐ FEPA
☐ EEOC

160-A2-01999

and EEOC

State or local Agency, if any

NAME (Indicate Mr., Ms., Mrs.)

Mr. Charles Eugene GORE

HOME TELEPHONE (Include Area Code)

212 543 1909

1 917 453 0506

355 8075

STREET ADDRESS

CITY, STATE AND ZIP CODE

626 WEST 165th St Apt 4b NEW YORK CITY NEW YORK 10032

DATE OF BIRTH

3-27-53

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)

NAME The RBA GROUP

NUMBER OF EMPLOYEES, MEMBERS 200 plus

TELEPHONE (Include Area Code)

973-898-0300

Engineers-Architects-Planners

STREET ADDRESS NY OFFICE

CITY, STATE AND ZIP CODE

27 Union Square West NY NY 10003-3366
CORPORATE HEADQUARTERS MORRISTOWN, NEW JERSEY ONE EVERGREEN PLAZA
P.O. BOX 1927 07962-1927

COUNTY

NAME The RBA GROUP is also located in
Atlanta GA, Columbia, MO, Blue Bell PA, Taipei Taiwan

TELEPHONE NUMBER (Include Area Code)

STREET ADDRESS

CITY, STATE AND ZIP CODE

COUNTY

CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))

☒ RACE ☒ COLOR ☐ SEX ☐ RELIGION ☒ NATIONAL ORIGIN
☒ RETALIATION ☐ AGE ☐ DISABILITY ☐ OTHER (Specify)

DATE DISCRIMINATION TOOK PLACE EARLIEST

Ongoing since May 2001
I decided to file charges
April 2002

☒ CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)): I have been dehumanized on my job in every way possible by the Resident Eng. (Mr Jack Giannapits) The RBA group has downgraded my professionalism by deceiving me myself & my family has been downgraded & used as a daily joke. I have been characterized on a daily basis as being dumb, a nigger, snake, monkey, fat black ass, all types of demoralizing daily statements, was told that I will never amount to anything & I am already a NICEE LEVEL III certified Engineering Tech. The majority of my federal documents have been sabotaged by RBA employees before my charges were filed & missed now. I am working in a hostile work environment & its affecting my mental & physical health as well as future.

Witnesses: (STATE) (RBA Group) (B. Winty const.) (RBA Group)
Fred Brabeck - NATI Div 4 - Thomas Rapp Julio Amaya

Attached is a copy of a letter mailed to myself by the RBA Group whom are try to convince me to work elsewhere AND forget about this but I know that if do that they will get rid of me in the near future because I have been branded already.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY (When necessary for State and Local Requirements)

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

SIGNATURE OF COMPLAINANT

Charles E. Gore

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE

(Day, month, and year)

LAURIE DENEN

NOTARY PUBLIC, State of New York

No. 4793508 Qual. in Suffolk Co.

Date: 6/11/02

Charles E. Gore
Charging Party (Signature)

NYS Department of State

Division of Corporations

Entity Information

Selected Entity Name: HAIDER ENGINEERING, P.C.

Selected Entity Status Information

Current Entity Name: HAIDER ENGINEERING, P.C.

Initial DOS Filing Date: JULY 06, 1998

County: KINGS

Jurisdiction: NEW YORK

Entity Type: DOMESTIC PROFESSIONAL CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

HAIDER ENGINEERING, P.C.

755 MERRICK RD

BALDWIN, NEW YORK, 11510-3540

Chairman or Chief Executive Officer

SYED HAIDER

755 MERRICK RD

BALDWIN, NEW YORK, 11510-3540

Principal Executive Office

SYED HAIDER

755 MERRICK RD

BALDWIN, NEW YORK, 11510-3540

Registered Agent

NONE

NOTE: New York State does not issue organizational identification numbers.

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